

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

C.A. No. 1:05-CV-10143-NG

CHAPPELL & CO., INC. ET AL.,
Plaintiffs,
v.
COSTELLO'S TAVERN, INC.,
Defendant.

**PLAINTIFFS' MOTION FOR PARTIAL
SUMMARY JUDGMENT ON LIABILITY
AND FOR INJUNCTIVE RELIEF
AND
REQUEST FOR ORAL ARGUMENT**

Plaintiffs in the above-entitled action hereby move that this Court enter partial summary judgment on liability for plaintiffs and injunctive relief as there is no genuine issue of material fact regarding liability. The grounds for this motion are fully set forth in plaintiffs' memorandum in support of their motion, which memorandum is filed along with this motion.

Plaintiffs rely on the following in support of their motion:

1. Complaint;
2. Defendant's Responses to Plaintiffs' Request for Admissions, attached hereto and marked Exhibit A;
3. Declaration of Douglas Jones, attached hereto and marked Exhibit B;
4. Declaration of Mary A. Jenkins and the accompanying copyright registration history, attached hereto and marked Exhibit C;
5. Deposition testimony of Steven Furtado, attached hereto and marked Exhibit D;
6. Deposition testimony of Matthew T. Griffin, attached hereto and marked Exhibit E;

7. Deposition testimony of James Merenda, attached hereto and marked Exhibit F; and
8. Deposition testimony of Maurice Rucker, attached hereto and marked Exhibit G.

REQUEST FOR ORAL ARGUMENT

The plaintiffs respectfully request a hearing on this motion.

By their attorneys,

HOLLAND & KNIGHT, LLP

By: /s/ Stephen S. Young
Stephen S. Young, BBO #538040
10 St. James Avenue
Boston, MA 02116
(617) 523-2700
stephen.young@hklaw.com

Dated: November 9, 2005

CERTIFICATION UNDER LOCAL RULE 7.1

The undersigned counsel hereby certifies that on November 8, 2005 he has conferred with Thomas J. Griffin, counsel for the defendant, in the above-captioned matter in an unsuccessful attempt to resolve or narrow the issues presented by Plaintiffs' Motion for Partial Summary Judgment.

/s/ Stephen S. Young
Stephen S. Young

CERTIFICATE OF SERVICE

I, Stephen S. Young, hereby certify that on this 9th day of November, 2005, I served a copy of Plaintiffs' Motion for Partial Summary Judgment on Liability and for Injunctive Relief upon defendant by mailing a copy thereof, postage prepaid, addressed to Thomas J. Griffin, Esq. (Pro Hoc Vice), Nelson Griffin, 633 West Fifth Street, Suite 800, Los Angeles, CA 90071; and to Timothy Flaherty, Esq., Flaherty & Flaherty, 43 Bowdoin Street, Boston, MA 02114.

Signed under the pains and penalties of perjury.

/s/ Stephen S. Young
Stephen S. Young

EXHIBIT A

TIMOTHY FLAHERTY, ESQ. (BBO No. 557477)
FLAHERTY & FLAHERTY
43 Bowdoin St.
Boston, Massachusetts 02114
Telephone: (612) 227-2186
Facsimile: (617) 227-7777

THOMAS J. GRIFFIN, ESQ. (California Bar No. 141694)
NELSON & GRIFFIN
633 West Fifth Street, Suite 800
Los Angeles, California 90071
Telephone: (213) 833-0155
Facsimile: (213) 833-0160

Attorneys for Defendant
COSTELLO'S TAVERN

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS - EASTERN SECTION

CHAPPELL & CO., INC., ET AL.

Plaintiff,

v.

COSTELLO'S TAVERN, INC.

Defendant.

C.A. No. 1:05-CV-10143-NG

**RESPONSES TO PLAINTIFFS'
REQUEST FOR ADMISSIONS**

PROPOUNDING PARTY: Plaintiff CHAPPELL & CO., INC. ET AL.

RESPONDING PARTY: Defendant COSTELLO'S TAVERN, INC.

SET NUMBER: ONE

TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:

PRELIMINARY STATEMENT

1. It is to be noted that this responding party has not fully completed investigation of the facts, discovery and preparation for the trial of this case. The following responses are based only on such information and documents which are presently available to and specifically known to this responding party and discloses only those contentions presently known to the responding party. It is anticipated that further discovery, independent

1 investigation, legal research and analysis will supply additional facts, add meaning to the
2 known facts, as well as establish entirely new factual conclusions and legal contentions. This
3 discovery, independent investigation, legal research and analysis may lead to additions,
4 changes and/or variations from the contentions set forth herein.

5 2. The following responses are given without prejudice to the responding party's
6 right to produce any subsequently discovered evidence which this responding party may later
7 recall. The responding party reserves the right to change any and all of the following
8 responses as additional facts are ascertained, legal research is completed and analysis and
9 contentions are made. The following responses are made in good faith to supply factual
10 information and as much specification of legal contentions as are presently known, but shall
11 in no way prejudice the responding party in relation to further discovery, research or analysis.

12 GENERAL OBJECTIONS

13 1. The objections below are incorporated into the Defendant's responses, whether
14 or not specific reference is made to such objection in the response to a particular request.

15 2. This answering Defendant objects generally to each request to the extent it
16 seeks the disclosure of information protected by the attorney-client privilege.

17 3. This answering Defendant objects generally to each request to the extent it
18 seeks disclosure of information protected by the attorney-work product doctrine.

19 4. This answering Defendant objects generally to each request to the extent it
20 seeks "all", "each", and "any" information concerning various subjects or events, or
21 pertaining to them "in any way", on the ground that such requests are overbroad, unduly
22 burdensome and oppressive, and if interpreted literally, impossible to answer.

23 5. This answering Defendant objects generally to each request as vague and
24 ambiguous to the extent it implies terms that this answering Defendant cannot interpret while
25 understood in the context of these requests or this litigation. Where possible, this answering
26 Defendant has made reasonable assumptions as to the Plaintiff's intended meaning and has
27 responded accordingly, while preserving the objection as to the vagueness and ambiguity.

28 6. Without waiving said objections, Defendant responds:

SPECIFIC RESPONSES

REQUEST FOR ADMISSIONS NO. 1:

Since prior to August 15, 2004, plaintiff, Chappell & Co., has been and still is the owner of the copyright in the musical corporation "Have You Met Miss Jones".

RESPONSE TO REQUEST FOR ADMISSIONS NO. 1:

Unable to admit or deny. Responding party has made a reasonable inquiry and the information now known or readily obtainable is insufficient to enable defendant to admit or deny. Discovery and investigation continue.

REQUEST FOR ADMISSIONS NO. 2:

Since prior to August 15, 2004, plaintiffs, Ira Gershwin Music and George Gershwin Music, have been and still are the owners of the copyright in the musical composition "A Foggy Day".

RESPONSE TO REQUEST FOR ADMISSIONS NO. 2:

Unable to admit or deny. Responding party has made a reasonable inquiry and the information now known or readily obtainable is insufficient to enable defendant to admit or deny. Discovery and investigation continue.

REQUEST FOR ADMISSIONS NO. 3:

Since prior to August 15, 2004, plaintiff, Warner Bros, Inc., has been and still is the owner of the copyright in the musical composition "Softly, As In A Morning Sunrise".

RESPONSE TO REQUEST FOR ADMISSIONS NO. 3:

Unable to admit or deny. Responding party has made a reasonable inquiry and the information now known or readily obtainable is insufficient to enable defendant to admit or deny. Discovery and investigation continue.

REQUEST FOR ADMISSIONS NO. 4:

Defendant has no knowledge or information of any facts showing that plaintiffs are not the owners of valid copyrights in the musical compositions involved in the present action.

///

RESPONSE TO REQUEST FOR ADMISSIONS NO. 4:

Admit.

REQUEST FOR ADMISSIONS NO. 5:

On the evening of August 15, 2004 (throughout these requests for admission, references to "August 15, 2004" and to "the evening of August 15, 2004" include the evening hours of August 15, 2004 and the early morning hours of August 16, 2004) Costello's was open to members of the general public.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 5:

Admit.

REQUEST FOR ADMISSIONS NO. 6:

On the evening of August 15, 2004 musical entertainment was furnished to patrons of Costello's.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 6:

Admit.

REQUEST FOR ADMISSIONS NO. 7:

On the evening of August 15, 2004, the musical composition "Have You Met Miss Jones" was performed at Costello's.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 7:

Deny.

REQUEST FOR ADMISSIONS NO. 8:

On the evening of August 15, 2004, the musical composition "A Foggy Day" was performed at Costello's.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 8:

Deny.

REQUEST FOR ADMISSIONS NO. 9:

On the evening of August 15, 2004, the musical composition "Softly, As In A Morning Sunrise" was performed at Costello's.

///

RESPONSE TO REQUEST FOR ADMISSIONS NO. 9:

Deny.

REQUEST FOR ADMISSIONS NO. 10:

Defendant has no record or written notation of the musical compositions performed at Costello's on August 15, 2004.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 10:

Admit.

REQUEST FOR ADMISSIONS NO. 11:

None of the agents or employees of defendant, Costello's Tavern, Inc., has any personal knowledge as to whether or not each of the musical compositions involved in this action was performed at Costello's on August 15, 2004.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 11:

Deny.

REQUEST FOR ADMISSIONS NO. 12:

At no time did defendant, its agents, servants or employees obtain permission from the owner of the copyright(s) in and to any of the musical compositions which plaintiffs allege were performed at defendant's place of business on August 15, 2004 to have such composition(s) performed at defendant's establishment on said date.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 12:

The request for admission is objected to on the grounds that it is vague, ambiguous, and unintelligible as phrased. Since responding party specifically and emphatically denies the copyright infringements took place as alleged, it admits that it did not obtain permission to perform any compositions that were not performed at the time and place plaintiff alleges they were performed but defendant denies same.

REQUEST FOR ADMISSIONS NO. 13:

As of August 15, 2004, defendant was not licensed to perform ASCAP's members' copyrighted music at the establishment known as Costello's and located at 723 Centre Street, Jamaica Plain, MA 02130.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 13:

Admit.

REQUEST FOR ADMISSIONS NO. 14:

As of August 15, 2004, no disc jockey or musician was licensed to perform ASCAP's members' copyrighted music at the establishment known as Costello's and located at 723 Centre Street, Jamaica Plain, MA 02130.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 14:

Admit.

REQUEST FOR ADMISSIONS NO. 15:

On the evening of August 15, 2004, Costello's Tavern, Inc. generated revenue at Costello's through the sale of food and beverages to patrons.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 15:

Admit.

REQUEST FOR ADMISSIONS NO. 16:

As of August 15, 2004, defendant Costello's Tavern, Inc., owned, controlled, managed, operated, and maintained the establishment known as Costello's and located at 723 Centre Street, Jamaica Plain, MA 02130.

RESPONSE TO REQUEST FOR ADMISSIONS NO. 16:

Admit.

DATED: August 3, 2005

NELSON ◇ GRIFFIN

By: 

THOMAS J. GRIFFIN,
Attorneys for Defendant
COSTELLO'S TAVERN, INC.

VERIFICATION

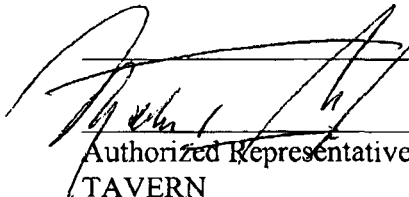
Chappell & Co., Inc., et al. v. Costello's Tavern, Inc.

The undersigned declares as follows:

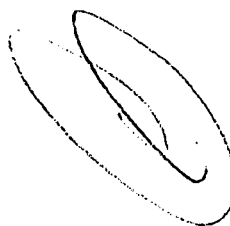
1. I am authorized to sign the foregoing document entitled **RESPONSES TO PLAINTIFFS' REQUEST FOR ADMISSIONS** on behalf of COSTELLO'S TAVERN.
2. The information set forth in the attached document was gathered and collated by persons in the employment of and retained by COSTELLO'S TAVERN from records and files kept by them in the ordinary course of business.
3. It has been reported to me that the document truly and correctly reflects the contents of said records and files, whereupon, I am informed and believe that the information in said document is true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 1 day of August, 2005, at Jamaica Plain, Massachusetts.



Authorized Representative of COSTELLO'S
TAVERN



PROOF OF SERVICE
CHAPPELL v. COSTELLO'S TAVERN
Case No. ED CV 05-10143 (NG)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and am not a party to the within action; my business address is 555 West Fifth Street, Suite 320, , Los Angeles, California 90013. On August 4, 2005, I served the following document(s) described as **RESPONSES TO PLAINTIFFS' REQUEST FOR ADMISSIONS (SET ONE)** on all interested parties to this action, as follows:

☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

Stephen S. Young, Esq.
HOLLAND & KNIGHT, LLP
10 St. James Avenue
Boston, MA 02116
Tel No. (617) 523-2700
Fax No. (617) 523-6850
Counsel for Plaintiffs

Timothy Flaherty, Esq.
FLAHERTY & FLAHERTY
43 Bowdoin St.
Boston, MA 02114
Co-Counsel for COSTELLO'S TAVERN,
INC.

☒ **BY MAIL:** By placing a true copy thereof in a sealed envelope addressed as above, and placing it for collection and mailing following ordinary business practices. I am readily familiar with Nelson ◇ Griffin's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ [Federal] I declare that I am employed in the office of a member, pro hac vice, of the bar of this court at whose direction the service was made.

Executed on August 4, 2005, at Los Angeles, California.


JOJI SARTHOU

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN SECTION

C.A. No. 1:05-CV-10143-NG

CHAPPELL & CO., INC. ET AL.,
Plaintiffs,

v.

COSTELLO'S TAVERN, INC.,
Defendant.

DECLARATION OF DOUGLAS JONES IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PARTIAL SUMMARY JUDGMENT

DOUGLAS JONES declares:

1. I am Litigation Administrator for General Licensing of the American Society of Composers, Authors and Publishers ("ASCAP"). I make this affidavit in support of Plaintiffs' Motion for Partial Summary Judgment against Defendant Costello's Tavern, Inc. ("Defendant"). I am competent to testify as to the matters stated herein. All of the information contained in this affidavit is based upon my personal knowledge or is derived from business records maintained under my direct supervision, custody or control.

BACKGROUND

2. ASCAP is an unincorporated membership association whose more than 200,000 members write and publish musical compositions. Each member, including each Plaintiff in this action, has granted to ASCAP a non-exclusive license to authorize nondramatic public performances of the member's copyrighted musical works. On behalf of all of its members, ASCAP licenses the right to perform publicly all of the hundreds of thousands of copyrighted songs in the ASCAP repertory. ASCAP's licensees include television networks and stations, cable television program services and

systems, radio stations, Internet sites and services, restaurants, nightclubs, hotels and many other businesses that use music to entertain their customers and patrons.

3. My responsibilities as Litigation Administrator for General Licensing include supervision of ASCAP's efforts to license certain commercial establishments and businesses that furnish musical entertainment for their customers and patrons, such as Costello's in Jamaica Plain, Massachusetts. ASCAP routinely contacts the owners and operators of such establishments and businesses by letters, telephone calls, and personal visits. Indeed, it has been ASCAP's regular practice for over 90 years to notify users of music of their obligations under the Copyright Laws and to offer license agreements to users in order that they may perform music in the ASCAP repertory lawfully.

4. I am also a custodian of ASCAP's General Licensing business records maintained in ASCAP's General Licensing Office in Atlanta, Georgia. ASCAP maintains an electronic and/or physical file on every establishment we have licensed or attempted to license. These files contain copies of all correspondence pertaining to these establishments and memoranda and reports written by ASCAP's representatives and employees describing telephone conversations and personal visits with the establishments' and businesses' owners and their representatives or employees. It is standard procedure for each employee of ASCAP to make an electronically stored report promptly after telephone contacts and personal visits with licensees and prospective licensees. Thus, the letters and reports contained in ASCAP's General Licensing electronic and physical files are records created and maintained in the course of ASCAP's regularly conducted business activities. These files are maintained under my personal supervision.

ASCAP'S DEALINGS WITH DEFENDANT

5. In accordance with the procedures outlined above, ASCAP has created and maintains a file on the Defendant's establishment. Attached as composite Exhibit A to this

affidavit are true and correct copies of correspondence and enclosures from ASCAP's file on Costello's that were sent by ASCAP to the establishment's representatives and reports made by ASCAP representatives subsequent to telephone conversations or personal visits with Defendant's agents or employees. The correspondence and other communications comprising Exhibit A occurred during the period May 30, 2001 -- the date when ASCAP first contacted Defendant and offered a license for performances of ASCAP members' music at Costello's -- to October 6, 2004, the date on which an ASCAP representative sent a letter to the Defendant in a final attempt to resolve the matter prior to referring ASCAP's members' claims for copyright infringement to counsel. These documents show that, despite being advised repeatedly of the need to obtain permission to perform copyrighted music, Defendant consistently rejected all of ASCAP's offers of a license for their performances of ASCAP members' music at Costello's in Jamaica Plain, Massachusetts.

6. At the time of Defendant's performances of the plaintiffs' copyrighted musical compositions on the night of August 15, 2004, Defendant had not obtained a license from ASCAP nor, so far as I have been able to determine, had Defendant or anyone acting on its behalf obtained permission directly from any of the plaintiffs. Thus, these performances, like many others both before and after that time, were unauthorized and infringing.

APPROPRIATE RELIEF

7. Based on the foregoing, there can be no doubt that the Defendant is a knowing, deliberate and "willful" infringer. Since at least May 2001, Defendant has been on notice as to the consequences of its infringing conduct.

8. As a knowing and deliberate copyright infringer, Defendant ought not to be better off as a violator of the Copyright Law than it would have been had it complied with the requirements of the law. Plaintiffs will be asking for appropriate statutory damages at the trial

stage of this action. In the meantime, Plaintiffs respectfully ask the Court to grant appropriate injunctive relief and prohibit Defendant from infringing Plaintiffs' and all other ASCAP's members' copyrighted musical compositions in the future.

Signed and sworn to under pains and penalties of perjury this 7th day of November 2005.


DOUGLAS JONES

EXHIBIT C

1 of 2

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CHAPPELL & CO., INC. ET AL.,
Plaintiffs

COSTELLO'S TAVERN, INC.,
Defendant.

C.A. No. 1:05-CV-10143-NG

DECLARATION OF
MARY A. JENKINS
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PARTIAL
SUMMARY JUDGMENT

MARY A. JENKINS, declares:

1. Since 1996, I have been and continue to be employed as a paralegal in the Legal Services Department of the American Society of Composers, Authors and Publishers (ASCAP), the performing rights licensing organization of which each of the plaintiffs in this action is a member. I have personal knowledge of the facts set forth below, and make this affidavit in support of plaintiffs' motion for partial summary judgment.

2. My duties as a paralegal include maintaining certain business records consisting of documents necessary for ASCAP's conduct of infringement litigation on ASCAP's members' behalf. These documents consist of photocopies of original copyright certificates, assignments, certificates of mergers and amendments of corporate charters, and all other documents proving the chain of title of copyright ownership for each of more than 8,600 songs which have been the subjects of copyright infringement actions virtually identical to this case. A separate file consisting of the documents demonstrating the chain of title to the copyright owner (or owners) is maintained for each song. When necessary, I personally order certified copies of each of these

documents from the United States Copyright Office and the offices of the various Secretaries of State where such documents are maintained as public records. Of course, the principal purpose served by these documents is to have available to counsel for the plaintiffs in this and all other “ASCAP” infringement actions such documents as will prove, prima facie, that the plaintiffs are the owners of valid copyrights in the songs in suit.

3. At the request of plaintiffs' counsel, I have reviewed the copyright registration certificate for each of the songs involved in this action, as well as pertinent assignments of copyright. Attached as Exhibits A through C, respectively, are true and correct copies of the documents which demonstrate that the plaintiffs are owners of valid copyrights in the following songs: "HAVE YOU MET MISS JONES", "A FOGGY DAY" and “SOFTLY AS IN A MORNING SUNRISE.” A copy of the sheet music for each song is also attached as part of each exhibit.

4. Finally, I have confirmed through ASCAP's membership records, also maintained in the regular course of ASCAP's business, that each plaintiff is now and was, when the infringements occurred, a member of ASCAP. A printout from ASCAP's computerized membership database showing each plaintiff's membership status is also attached as part of each exhibit hereto.

Signed under pains and penalties of perjury this 25th day of October, 2005.


MARY A. JENKINS

EXHIBIT A

Additional Certificate (17 U.S.C. 215)

CLASS E pub.No. 64502

COPYRIGHT OFFICE
OF THE UNITED STATES OF AMERICA

THE LIBRARY OF CONGRESS :: WASHINGTON

CERTIFICATE OF COPYRIGHT REGISTRATION

This is to certify, in conformity with section 55 of the Act to Amend and Consolidate the Acts respecting Copyright, approved March 4, 1909, as amended by the Act approved March 2, 1913, that TWO copies of the musical composition named herein have been deposited in this Office under the provisions of the Act of 1909, and that registration of a claim to copyright for the first term of twenty-eight years for said work has been duly made in the name of

Chappell & Co., Inc.
R.K.O. Bldg., 1270 Sixth Ave.,
New York, N.Y.

Title: HAVE YOU MET MISS JONES? From "I'd Rather be Right".
Words by Lorenz Hart. Music by Richard Rodgers, of
United States. With chords for ukulele and banjo, symbols for
guitar.

Date of publication in the United States Sept. 30, 1937

Copies received Oct. 2, 1937

[SEAL]

Arthur Filer
Register of Copyrights

Certificate of Registration of a Claim to Renewal Copyright

REGISTRATION NO.

R 346199

DO NOT WRITE HERE

This is To Certify that the statements set forth on this certificate have been made a part of the records of the Copyright Office. In witness whereof the seal of the Copyright Office is hereto affixed.

Abraham L. Kaminstein

Register of Copyrights
United States of America

1. Renewal Claimant(s), Address(es), and Statement of Claim:

(a) Name **Richard Rodgers,**

Address **70 East 71st St., New York, N.Y.**

Claiming as **author of music**

(b) Name **Richard Rodgers**

Address **70 East 71st St., New York, N.Y.**

Claiming as **Executor of author of words (Lorenz Hart, deceased)**

(c) Name **William H. Kren**

Address **1025 Fifth Avenue, New York, N.Y.**

Claiming as **Executor of author of words (Lorenz Hart, deceased)**

2. (a) Title:

HAVE YOU MET MISS JONES from "I'd Rather Be Right"

(b) Renewable Matter:

(c) Contribution to Periodical or Other Composite Work:

(Title of periodical or composite work)

If a periodical, give: Vol. ; No. ; Date

3. Authors of Renewable Matter:

Richard Rodgers - Lorenz Hart

4. Facts of Original Registration:

Original registration number: Class **E. pub.** ; No. **64502**

If registered as published, give date of publication **September 30, 1937**

If registered as unpublished, give date of registration

Original copyright claimant **Chappell & Co. Inc.**

Complete all applicable spaces on next page if

5. Deposit account:

Chappell & Co., Inc.

6. Send correspondence to:

Name Chappell & Co., Inc.

Address 609 Fifth Avenue, New York, N.Y.

7. Send certificate to:

(Type or
print Name
name and
address) Address

Chappell & Co., Inc.,

609 Fifth Avenue,

(Number and street)

New York

(City)

17,

(Zone)

N.Y.

(State)

Information concerning renewal copyright

Two important points must be kept in mind with respect to renewal copyright: (1) there are strict time limits for securing it, and (2) it can be claimed only by certain specified persons named in the law.

Time limits

When to renew. The original term of copyright in a published work lasts for 28 years from the date of publication; in the case of a work originally registered in unpublished form, the copyright term lasts for 28 years from the date of registration in the Copyright Office. In either case, the copyright may be renewed for a second 28-year term only if a claim is registered in the Copyright Office within the last (28th) year of the original copyright term. For example, a work copyrighted on June 15,

1940, would be eligible for renewal between June 15, 1967, and June 15, 1968.

Caution: Unless a valid renewal claim and fee are received in the Copyright Office before the first copyright term expires, copyright protection is lost permanently and the work enters the public domain. The Copyright Office has no discretion to extend the renewal time limits.

How to register your claim

Procedure to follow. Complete an application for renewal registration on Form R and send it to the Register of Copyrights,

Washington 25, D. C. The application should be accompanied by the registration fee of \$2.00. Do not send copies of the work.

Who may claim renewal

Except in the case of five specific types of works, the law gives the right to claim renewal to the individual author of the work, regardless of who owned the copyright during the original term. If the author is deceased, the statute gives the right to claim renewal to certain of his statutory beneficiaries as explained below. The present owner (proprietor) of a copyright is entitled to claim renewal only in the five cases listed in Paragraph B, below.

A. The following persons may claim renewal in all types of works except those enumerated in Paragraph B, below:

1. The author, if living. State the claim as: *the author*.
2. The widow, widower, and/or children of the author, if the author is not living. State the claim as: *the widow (widower) of the author and/or the child (children) of the deceased author*.
3. The author's executors, if the author left a will and if there is no surviving widow, widower, or child. State the claim as: *the executors of the author*.
4. The next of kin of the author, if the author left no will and if there is no surviving widow, widower, or child. State the claim as: *the next of kin of the deceased author, there being no will*.

B. In the case of the following five types of works, the proprietor (owner of the copyright at the time of renewal registration) may claim renewal:

1. Posthumous work (work first published and copyrighted after the death of the author). State the claim as: *proprietor of copyright in a posthumous work*.
2. Periodical, cyclopedic, or other composite work. State the claim as: *proprietor of copyright in a composite work*.
3. "Work copyrighted by a corporate body otherwise than as assignee or licensee of the individual author." State the claim as: *proprietor of copyright in a work copyrighted by a corporate body otherwise than as assignee or licensee of the individual author*. (This type of claim is considered appropriate in relatively few cases.)
4. Work copyrighted by an employer for whom such work was made for hire. State the claim as: *proprietor of copyright in a work made for hire*.
5. Print or label originally registered in the Patent Office prior to July 1, 1940. State the claim as: *proprietor of copyright in a print or label*.

FOR COPYRIGHT OFFICE USE ONLY

Application received

SEP 30 1964

Fee received

1192 713

IN CONSIDERATION of the sum of One Dollar and other good and valuable consideration to the Undersigned:

RICHARD RODGERS, as author of music (but not otherwise)

in hand paid, at or before the ensembling and delivery of these presents, receipt of which is hereby duly acknowledged, the Undersigned do/does hereby sell, assign, transfer and set over unto

CHAPPELL & CO., INC. its successors and assigns, the renewal copyright for the United States in and to the musical composition(s):

EV'RYBODY LOVES YOU - from "I'd Rather Be Right"
SWEET SIXTY-FIVE - " " " " "
HAVE YOU MET MISS JONES - " " " " "

Words: Lorenz Hart
Music: Richard Rodgers

together with all the right, title and interest of the Undersigned therein and thereto, as author of music (but not otherwise)

SUBJECT to the payment of royalties as agreed by and between the Undersigned and CHAPPELL & CO., INC.

Copyright Office of the United States of America
THE LIBRARY OF CONGRESS
WASHINGTON

THIS IS TO CERTIFY THAT THE ATTACHED INSTRUMENT WAS RECORDED IN THE COPYRIGHT OFFICE RECORDS OF ASSIGNMENTS AND RELATED DOCUMENTS ON THE DATE AND IN THE PLACE SHOWN BELOW.

IN TESTIMONY WHEREOF THE SEAL OF THIS OFFICE IS AFFIXED HERETO.

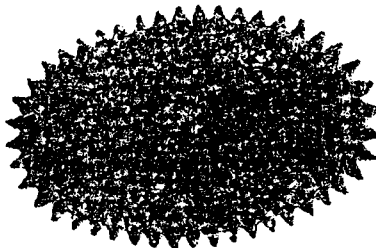
Abraham L. Kaminstein
REGISTER OF COPYRIGHTS

Date of Recordation

1192

Pages

713



Rodgers (L.S.)
in-fact

(L.S.)

in-fact

(L.S.)

Attorney-in-fact

IN CONSIDERATION of the sum of One Dollar and other good and valuable consideration to the Undersigned:

RICHARD RODGERS, as author of music (but not otherwise)

in hand paid, at or before the ensealing and delivery of these presents, receipt of which is hereby duly acknowledged, the Undersigned do/does hereby sell, assign, transfer and set over unto

CHAPPELL & CO., INC. its successors and assigns, the renewal copyright for the United States in and to the musical composition(s):

EV'RYBODY LOVES YOU - from "I'd Rather Be Right"
SWEET SIXTY-FIVE - " " " " "
HAVE YOU MET MISS JONES - " " " " "

Words: Lorenz Hart
Music: Richard Rodgers

together with all the right, title and interest of the Undersigned therein and thereto, as author of music (but not otherwise)

SUBJECT to the payment of royalties as agreed by and between the Undersigned and CHAPPELL & CO., INC.

DATED: September 30, 1964

Richard Rodgers (L.S.)
by May Evans
Attorney-in-fact

In The Presence of:

Rose Kohner
by _____ (L.S.)
Attorney-in-fact

by _____ (L.S.)
Attorney-in-fact

HAVE YOU MET MISS JONES?

Words by
LORENZ HART

Music by
RICHARD RODGERS

Moderately

The musical score is written for piano and voice. It begins with a piano introduction in B-flat major, marked 'Moderately'. The piano part features a flowing melody in the right hand and a supporting bass line in the left hand. The vocal melody enters in the second system. The lyrics are: 'It hap - pened, I felt it hap - pen. I was a - wake, I was - n't blind. I did - n't think, I felt it hap - pen. Now I be - lieve in mat - ter o - ver'. The score includes various musical notations such as treble and bass clefs, key signatures, time signatures, and dynamic markings like 'mf' and 'p'. Chord symbols are written above the piano part, including F, B7/C, C7, D7/C, Am7, Bdim, Gm7, C7, B7/C, F, B7, Gm7, and C7.

Copyright © 1937 by CHAPPELL & CO.
Copyright Renewed
The interest of RICHARD RODGERS for Extended Term of
Copyright assigned to THE RODGERS FAMILY PARTNERSHIP
(Administered by WILLIAMSON MUSIC)
Rights on behalf of THE ESTATE OF LORENZ HART administered
by WM MUSIC CORP.
All Rights Reserved

V98147

mus. no. ————— Then I said, "Miss Jones,

You're a girl who 'un-der-stands I'm a man who must be

free." ————— And all at once I lost my breath, And all at

once 'ras scared to death, And all at once I owned the

VS6147

5

Now I've met Miss Jones, And we'll keep on meet-ing till we die, Miss Jones and I.

VS6147

Page: 1 Document Name: untitled

MBR18DS P U B L I S H E R I N F O R M A T I O N
M-CODE: 0261000 NAME: CHAPPELL-CO INC

CAE CODE : 005876870 PSEU: CHAPPELL & COMPANY INC
CLASS : P
SOCIETY : ASCAP
DISTRIBUTION : DOMESTIC & FOREIGN
ASCAP STATUS : CURRENT MEMBER
MEMBERSHIP AGRMNT : RETURNED SIGNED
ROYALTY HOLD : GROUP MAILING
TAX ID # 13-3246913
APPLICATION HOLD : NO

APPLICATION DATE : 12 / 02 / 1920
ELECTION DATE : 12 / 17 / 1920
CREDITED DATE : 04 / 01 / 1920

REPRESENTATIVE : MORGENSTERN JAY R

ACTIONS: 1-ENTER NEXT ACTION CODE:
2-HIT "PF2" TO RETURN TO ACTION CODE TABLE; PF9 - MEMBER SELECTION

EXHIBIT B

Additional Certificate (17 U.S.C. 215)

CLASS Ep No. 64232

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA

THE LIBRARY OF CONGRESS :: WASHINGTON

CERTIFICATE OF COPYRIGHT REGISTRATION

This is to certify, in conformity with section 55 of the Act to Amend and Consolidate the Acts respecting Copyright, approved March 4, 1909, as amended by the Act approved March 2, 1913, that TWO copies of the musical composition named herein have been deposited in this Office under the provisions of the Act of 1909, and that registration of a claim to copyright for the first term of twenty-eight years for said work has been duly made in the name of

Gershwin Publishing Corporation
RKO Bldg., 1270 Sixth Ave.,
New York, N.Y.

Title: A Foggy Day. From "Damsel in Distress."
Words by Ira Gershwin. Music by George Gershwin, of U.S.
With names of chords for ukulele and banjo, symbols for guitar.

Date of publication in the United States Sept. 16, 1937

Copies received Sept. 18, 1937

(SEAL)

Abraham L. Kaminstein
REGISTER OF COPYRIGHTS

CCR 1
(Jan. 1961—2,000)

GPO

VOL. 382 PAGE 71

Know all men by these presents, that for and in consideration of the sum of One Dollar, and other good and valuable consideration, receipt of which is hereby duly acknowledged, I, ROSE GERSHWIN, individually and as Administratrix of the Estate of GEORGE GERSHWIN, Deceased, do hereby bargain, sell, assign, transfer and set over unto GERSHWIN PUBLISHING CORPORATION, its successors and assigns, the following musical compositions from the RKO-Fred Astaire picture entitled "DAMSEL IN DISTRESS":

A FOGGY DAY
THINGS ARE LOOKING UP
PAY SOME ATTENTION TO ME
I CAN'T BE BOTHERED NOW
PUT ME TO THE TEST
STIFF UPPER LIP
NICE WORK IF YOU CAN GET IT
THE JOLLY TAR AND THE MILK MAID
SING OF SPRING

together with the respective copyrights thereof in the United States and elsewhere throughout the world, and any and all rights under said copyrights.

SUBJECT to the terms and conditions of an agreement in writing made by GEORGE GERSHWIN with said GERSHWIN PUBLISHING CORPORATION, dated the 25th day of September, 1935, RESERVING unto myself, however, radio rights (excluding small performing radio rights), living stage rights, motion picture rights, talking picture rights, television rights and all other grand rights for the entire world in said works

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31 day of August, 1937.

Rose Gershwin (L.S.)
Rose Gershwin, individually and
as Administratrix of the Estate
of George Gershwin, Deceased.

VOL. 382 71-72

STATE OF NEW YORK :
 : SS.
 COUNTY OF NEW YORK:

On the 31 day of August, 1937, before me came
 ROSE GERSHWIN, individually and
 as Administratrix of the Estate of George Gershwin, De-
 ceased, to me known to be the individual described in,
 and who executed, the foregoing Assignment, and acknow-
 ledged that she executed the same.

Norman B. Cohen

COPYRIGHT OFFICE OF THE UNITED STATES OF AMERICA
 LIBRARY OF CONGRESS—WASHINGTON

A

The foregoing assignment of copyright, dated August 31, 1937,
 and received for record in the Copyright Office on September 15, 1937, has
 been recorded in the Copyright Office, book 382, page 5 71-72, in
 accordance with the laws of the United States respecting copyrights.

In Witness Whereof, the seal of this Office has been hereto
 affixed this eighteenth day
 of September, 1937.

C. C. Lawrence
 Register of Copyrights

The Act of March 1, 1909, sec. 44, provides: "That every assignment of copyright shall be recorded in the Copyright Office within three calendar months after its execution in the United States or within three calendar months after its execution without the United States, in default of which the assignment shall be void as against any subsequent purchaser in good faith for a valuable consideration, who may prove the same." The assignment has been duly recorded.

Page 3

Certificate of Registration of a Claim to Renewal Copyright

This is To Certify that the statements set forth on this certificate have been made a part of the records of the Copyright Office. In witness whereof the seal of the Copyright Office is hereto affixed.

Abraham L. Kaminstein

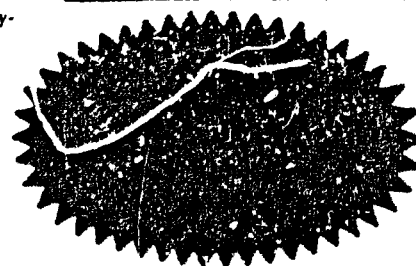
Register of Copyrights
United States of America

FORM R

REGISTRATION NO.

R 345549

DO NOT WRITE HERE



1. Renewal Claimant(s), Address(es), and Statement of Claim:

(a) Name Ira Gershwin

Address 1021 N. Roxbury Dr., Beverly Hills, California

Claiming as the author of words

(b) Name Gershwin Publishing Corporation

Address 609 Fifth Ave., New York, N.Y.

Claiming as Proprietor of copyright in a posthumous work (George Gershwin)

(c) Name

Address

Claiming as

2. (a) Title:

A FOGGY DAY - "Damsel in Distress"

(b) Renewable Matter:

(c) Contribution to Periodical or Other Composite Work:

(Title of periodical or composite work)

If a periodical, give: Vol.; No.; Date

3. Authors of Renewable Matter:

Ira Gershwin - George Gershwin

4. Facts of Original Registration:

Original registration number: Class E pub. : No. 64232

If registered as published, give date of publication September 18, 1937

If registered as unpublished, give date of registration

Original copyright claimant Gershwin Publishing Corporation

Complete all applicable spaces on next page 7

5. Deposit account:

Chappell & Co., Inc.

6. Send correspondence to:

Name **Gershwin Publishing Corporation** Address **609 Fifth Ave., New York, N.Y.**

7. Send certificate to:

(Type or
print Name
name and
address) Address**Gershwin Publishing Corporation****609 Fifth Avenue**

(Number and street)

New York

(City)

17, N. Y.

(Zone)

(State)

Information concerning renewal copyright

Two important points must be kept in mind with respect to renewal copyright: (1) there are strict time limits for securing it, and (2) it can be claimed only by certain specified persons named in the law.

Time limits

When to renew. The original term of copyright in a published work lasts for 28 years from the date of publication; in the case of a work originally registered in unpublished form, the copyright term lasts for 28 years from the date of registration in the Copyright Office. In either case, the copyright may be renewed for a second 28-year term only if a claim is registered in the Copyright Office within the last (28th) year of the original copyright term. For example, a work copyrighted on June 15,

1940, would be eligible for renewal between June 15, 1967, and June 15, 1968.

Caution: Unless a valid renewal claim and fee are received in the Copyright Office before the first copyright term expires, copyright protection is lost permanently and the work enters the public domain. The Copyright Office has no discretion to extend the renewal time limits.

How to register your claim

Procedure to follow. Complete an application for renewal registration on Form R and send it to the Register of Copyrights,

Washington 25, D. C. The application should be accompanied by the registration fee of \$2.00. Do not send copies of the work.

Who may claim renewal

Except in the case of five specific types of works, the law gives the right to claim renewal to the individual author of the work, regardless of who owned the copyright during the original term. If the author is deceased, the statute gives the right to claim renewal to certain of his statutory beneficiaries as explained below. The present owner (proprietor) of a copyright is entitled to claim renewal only in the five cases listed in Paragraph B, below.

A. The following persons may claim renewal in all types of works except those enumerated in Paragraph B, below:

1. The author, if living. State the claim as: *the author*.
2. The widow, widower, and/or children of the author, if the author is not living. State the claim as: *the widow (widower) of the author and/or the child (children) of the deceased author*.
3. The author's executors, if the author left a will and if

there is no surviving widow, widower, or child. State the claim as: *the executors of the author*.

4. The next of kin of the author, if the author left no will and if there is no surviving widow, widower, or child. State the claim as: *the next of kin of the deceased author, there being no will*.

B. In the case of the following five types of works, the proprietor (owner of the copyright at the time of renewal registration) may claim renewal:

1. Posthumous work (work first published and copyrighted after the death of the author). State the claim as: *proprietor of copyright in a posthumous work*.
2. Periodical, cyclopedic, or other composite work. State the claim as: *proprietor of copyright in a composite work*.
3. "Work copyrighted by a corporate body otherwise than as assignee or licensee of the individual author." State the claim as: *proprietor of copyright in a work copyrighted by*

a corporate body otherwise than as assignee or licensee of the individual author. (This type of claim is considered appropriate in relatively few cases.)

4. Work copyrighted by an employer for whom such work was made for hire. State the claim as: *proprietor of copyright in a work made for hire*.
5. Print or label originally registered in the Patent Office prior to July 1, 1940. State the claim as: *proprietor of copyright in a print or label*.

FOR COPYRIGHT OFFICE USE ONLY

Application received

SEP 16 1964

Fee received

VOL 1192 PAGE 373

IN CONSIDERATION of the sum of One Dollar and other good and valuable consideration to the Undersigned:

IRA GERSHWIN, as author of words (but not otherwise),

in hand paid, at or before the encaseling and delivery of these presents, receipt of which is hereby duly acknowledged, the Undersigned do/docs hereby sell, assign, transfer and set over unto

GERSHWIN PUBLISHING CORPORATION, its successors and assigns, the renewal copyright for the United States in and to the musical composition(s):

A FOGGY DAY
I CAN'T BE BOTHERED NOW
THINGS ARE LOOKING UP
NICE WORK IF YOU CAN GET IT
from "Damsel in Distress"
words - Ira Gershwin
music - George Gershwin

together with all the right, title and interest of the Undersigned therein and thereto, as author of words (but not otherwise).

SUBJECT to the payment of royalties as agreed by and between the Undersigned and GERSHWIN PUBLISHING CORPORATION.

DATED: September 16, 1964.

Ira Gershwin (L.S.)

by May Bar
Attorney-in-fact

In The Presence of:

Philip Mahfouz

____ (L.S.)

by _____
Attorney-in-fact

____ (L.S.)

by _____
Attorney-in-fact

"SCHEDULE A "

From the motion picture "A DAMSEL IN DISTRESS", with words by Ira Gershwin and music by George Gershwin, registered for renewal in the United States Copyright Office, by Ira Gershwin, Arthur Gershwin and Frances Gershwin Godowsky, as next of kin of the deceased composer of the music (George Gershwin), there being no Will, and by Ira Gershwin as the author of the words:

1. "A Foggy Day", under renewal registration number R338005, on May 22, 1964, original registration by George Gershwin, May 22, 1937, E unp. number 146110; and renewal registration number R345734, on September 16, 1964, original registration by Gershwin Publishing Corporation, September 16, 1937, E pub. number 64232.

2. "Things Are Looking Up", under renewal registration number R338006, on May 22, 1964, original registration by George Gershwin, May 22, 1937, E unp. number 146111; and renewal registration number R345735, on September 16, 1964, original registration by Gershwin Publishing Corporation, September 16, 1937, E pub. number 64233.

3. "I Can't Be Bothered Now", under renewal registration number R338008, on May 22, 1964, original registration by George Gershwin, May 22, 1937, E unp. number 146113; and renewal registration number R345736, on September 16, 1964, original registration by Gershwin Publishing Corporation, September 16, 1937, E pub. number 64234.

4. "Nice Work If You Can Get It", under renewal registration number R338011, on May 22, 1964, original registration by George Gershwin, May 22, 1937, E unp. number 146116; and renewal registration number R345737, on September 16, 1964, original registration by Gershwin Publishing Corporation, September 16, 1937, E pub. number 64235.

5. "The Jolly Tar And The Milk Maid", under renewal registration number R338012, on May 22, 1964, original registration by George Gershwin, May 22, 1937, E unp. number 146117; and renewal registration number R347073, on October 27, 1964, original registration by Gershwin Publishing Corporation, October 27, 1937, E pub. number 65001.

6. "Stiff Upper Lip", under renewal registration number R338010, on May 22, 1964, original registration by George Gershwin, May 22, 1937, E unp. number 146115; and renewal registration number R348024, on November 9, 1964, original registration by Gershwin Publishing Corporation, November 8, 1937, E pub. number 65259.

WB MUSIC CORP.
c/o Warner/Chappell Music, Inc.
9000 Sunset Boulevard
Los Angeles, CA 90069

March 25, 1992

ASCAP
One Lincoln Plaza
New York, NY 10023

Attn: Ms. Gertrude Horowitz

Gentlepersons:

Pursuant to an agreement dated December 23, 1991 (the "Agreement"), we have become the exclusive administrator of the 19-year extended terms of U.S. copyright in and to the compositions listed on the annexed schedule "A" (the "Former Chappell Compositions", the commencement date of each Composition's 19-year extended term being set forth on such Schedule), as well as those compositions listed on the annexed Schedule "B" (the "Formerly Unpublished Compositions").

In accordance with the terms and provisions of the Agreement, we hereby irrevocably authorize you and direct you, effective as of September 28, 1991 with respect to "Porgy & Bess" and effective as of October 8, 1991 with respect to the other compositions, to make direct payment of 90% of the publisher's share of monies distributed by you with respect to the Formerly Unpublished Compositions subsequent to the date of this letter, and 90% of the publisher's share of monies distributed by you with respect to each of the Compositions subsequent to the commencement of the 19-year extended term of U.S. copyright in respect of such Composition to George Gershwin Music in respect of the George Gershwin share of both categories of Compositions and to Ira Gershwin Music in respect of the Ira Gershwin share of both categories of Compositions, and to pay the balance of 10% of such monies to us.

Monies payable to George Gershwin Music and Ira Gershwin Music are to be sent to each entity at the address set forth below for

ASCAP

Re: Gershwin

19-Year Extended Terms

Unpublished Works

March 25, 1992

such entity (or to such other address or addresses as such entity may designate subsequent to the date of this letter):

George Gershwin Music:

c/o Carro, Spanbock, Kaster & Cuiffo
1345 Avenue of the Americas
New York, NY 10505-0065

Ira Gershwin Music:

1021 No. Roxbury Drive
Beverly Hills, CA 90210

Please sign and return the enclosed copy of this letter of direction to signify ASCAP's acceptance thereof and its agreement to comply therewith.

Very truly yours,

WB MUSIC CORP.

By: 

Don Biederman
Senior Vice President
Legal & Business Affairs

ASCAP accepts the foregoing letter of direction and agrees to abide by its terms.

ASCAP

By _____

(Title)

EXHIBIT C

2 of 2

August 26, 1992

GERSHWIN - PUBLISHED - CHAPPELL & CO.

19 YR. U.S. EXTENDED TERM - AT WHICH TIME GERSHWIN INTERESTS WILL BE ASSIGNED TO GEORGE GERSHWIN MUSIC AND IRA GERSHWIN MUSIC, AS APPROPRIATE

<u>SONG TITLE</u>	<u>WRITER %</u>	<u>WRITERS</u>	<u>DATE SONG ENTERS 19 YR. EXTENDED TERM</u>
By Strauss from "The Show Is On"	50.00 50.00	George Gershwin Ira Gershwin	12/24/1992
Ces L'ete from "Porgy and Bess"	50.00 25.00 25.00	George Gershwin Dubose Heyward Ira Gershwin	9/28/1991
Changing My Tune from "The Shocking Miss Pilgrim"	50.00 50.00	George Gershwin Ira Gershwin	7/21/2002
Clara, Clara	50.00 25.00 25.00	George Gershwin Ira Gershwin Dubose Heyward	9/28/1991
Crab Man from "Porgy and Bess"	50.00 25.00 25.00	George Gershwin Ira Gershwin Dubose Heyward	9/28/1991
Dawn Of A New Day	50.00 50.00	George Gershwin Ira Gershwin	4/22/1994
Die Liebe Bleibt Bestehn German version of "Love Is Here To Stay"	50.00 50.00	George Gershwin Ira Gershwin	
Fisherman Strawberry and Devil Crab from "Porgy and Bess"	50.00 25.00 25.00	George Gershwin Dubose Heyward Ira Gershwin	9/28/1991
A Foggy Day from "Damsel In Distress"	50.00 50.00	George Gershwin Ira Gershwin	5/22/1993
For You, For Me, Forevermore from "The Shocking Miss Pilgrim"	50.00 50.00	George Gershwin Ira Gershwin	8/16/2002
The Gazooka from "Ziegfeld Follies 1936"	50.00 50.00	Ira Gershwin Vernon Duke	3/3/1992

From the Picture "Damsel In Distress"

2

A Foggy Day

Words by
IRA GERSHWINMusic by
GEORGE GERSHWIN

Moderato

Piano *mf*

The piano introduction is in F major, 4/4 time, marked 'Moderato'. It consists of four measures. The right hand features a series of chords and a melodic line starting on G4. The left hand provides a harmonic accompaniment with chords and a bass line starting on F2. The dynamic is marked 'mf'.

F (rather freely) Gm7 Fmaj7 F7 Gm7 C9

I was a strang-er in the cit-y. — Out of town were the peo-ple I knew.

mp

The first line of the song features a vocal melody in F major, 4/4 time, marked '(rather freely)'. The lyrics are 'I was a strang-er in the cit-y. — Out of town were the peo-ple I knew.' The piano accompaniment is in F major, 4/4 time, marked 'mp'. It features a series of chords and a melodic line in the right hand, and a bass line in the left hand. The dynamic is marked 'mp'.

F E7 Am Am7 D9 *Guitar tacet*

I had that feel-ing of self - pi-ty, — What to do? What to do? What to do? The

The second line of the song features a vocal melody in F major, 4/4 time, marked 'Guitar tacet'. The lyrics are 'I had that feel-ing of self - pi-ty, — What to do? What to do? What to do? The'. The piano accompaniment is in F major, 4/4 time, marked 'Guitar tacet'. It features a series of chords and a melodic line in the right hand, and a bass line in the left hand. The dynamic is marked 'Guitar tacet'.

Copyright © 1937 by Gershwin Publishing Corporation, New York, N.Y.

Sole Selling Agent, Chappell & Co. Inc.

G-29-4

International Copyright Secured

Made in U. S. A.

ALL RIGHTS RESERVED Including public performance for profit

Any copying, arranging or adapting of this work without the consent of the owner is an infringement of copyright.

Gm7 C7(b9) C7+(b9) Fmaj7 F6 F Am Am6 Am7 D9 D7(b9)

out-look was de-cid-ed-ly blue. But as I walked through the fog-gy streets a-lone, It

Am F#dim Gm7 C7(6) F Gm7 F

turned out to be the luck-iest day I've known.

C7 F Ebm6

Refrain (*brighter but warmly*)

A fog-gy day in Lon-don town

Gm7 C9

C7(b9) F Fm7 Fm6 G7(6) G7+ C9

Had me low and had me down.

4

First system of the musical score. The vocal line (treble clef) has the lyrics "I viewed the morn-ing with a-larm,". The piano accompaniment (bass clef) features a melodic line with a *mp* (mezzo-piano) dynamic marking. Chord symbols above the piano part include Fmaj7, Dm6, E7(b5), F9, Bbmaj7, and Bbm6.

Second system of the musical score. The vocal line (treble clef) has the lyrics "The Brit-ish Mu-se-um had lost its charm." with a fermata over "Mu-se-um". The piano accompaniment (bass clef) continues the melodic line. Chord symbols above the piano part include Fmaj7, D9, G#(b6), G9+, and C9.

Third system of the musical score. The vocal line (treble clef) has the lyrics "How long, I won-dered, could this thing last?" with a fermata over "won-dered". The piano accompaniment (bass clef) continues the melodic line, marked with a *p* (piano) dynamic. Chord symbols above the piano part include C7, F, Ebm6, Gm7, and C9.

Fourth system of the musical score. The vocal line (treble clef) has the lyrics "But the age of mir-a-cles had-it passed," with a fermata over "had-it". The piano accompaniment (bass clef) continues the melodic line. Chord symbols above the piano part include C7(b9), F, Fm7, Fm6, G7(b5), G7+, and C9.

5

— For, sud - den - ly, — I saw you there —

Cm7 F9(b6) F7(b9) Bbmaj7 G9(b5)

— And through fog - gy Lon - don town the sun was shin - ing

Dm7 Bbm6 F Bb6 Fmaj7 Eb6 Dm7 G9

1. ev - 'ry - where.

Gm7 C7 F Fmaj7 C7 F7 Bb7 Bbm6 Db+ C7 A

2. - where.

F Fmaj7 C7 F7 Bb7 Bbm6 Dm6 Bbm6 Fmaj7

Page: 1 Document Name: untitled

MBR18DS P U B L I S H E R I N F O R M A T I O N
M-CODE: 0019246 NAME: IRA GERSHWIN MUSIC

CAE CODE : 334307783
CLASS : P
SOCIETY : ASCAP
DISTRIBUTION : DOMESTIC & FOREIGN
ASCAP STATUS : CURRENT MEMBER
MEMBERSHIP AGRMNT : RETURNED SIGNED
ROYALTY HOLD : NO HOLD
SOC SEC # [REDACTED]
APPLICATION HOLD : NO

APPLICATION DATE : 05 / 11 / 1992
ELECTION DATE : 05 / 29 / 1992
CREDITED DATE : 10 / 01 / 1991

REPRESENTATIVE : STRUNSKY MICHAEL S

ACTIONS: 1-ENTER NEXT ACTION CODE:
2-HIT "PF2" TO RETURN TO ACTION CODE TABLE; PF9 - MEMBER SELECTION

Page: 1 Document Name: untitled

MBR18DS P U B L I S H E R I N F O R M A T I O N
M-CODE: 0019228 NAME: GEORGE GERSHWIN MUSIC

CAE CODE : 334305887
CLASS : P
SOCIETY : ASCAP
DISTRIBUTION : DOMESTIC & FOREIGN
ASCAP STATUS : CURRENT MEMBER
MEMBERSHIP AGRMNT : RETURNED SIGNED
ROYALTY HOLD : NO HOLD
TAX ID # 13-6842444
APPLICATION HOLD : NO

APPLICATION DATE : 05 / 11 / 1992
ELECTION DATE : 05 / 29 / 1992
CREDITED DATE : 10 / 01 / 1991

REPRESENTATIVE : GERSHWIN MARC

ACTIONS: 1-ENTER NEXT ACTION CODE:
2-HIT "PF2" TO RETURN TO ACTION CODE TABLE; PF9 - MEMBER SELECTION

EXHIBIT C

HARMS, INC. New York, N. Y.

Title of music:

Softly, As in a Morning Sunrise. From
"New Moon" Words by Oscar
Bismmerstein 2nd. Music by
Sigmund Romberg, of the United
States.

Date of publication *Sept. 12, 1928.* Copies received *Sept. 14, 1928.*

Entry: Class E, Xxc, No. *6985-11*

[SEAL]

Thorwald Solberg
Registrar of Copyrights

U. S. GOVERNMENT PRINTING OFFICE: 1928

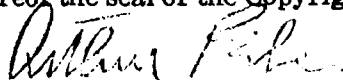
CERTIFICATE OF REGISTRATION

OF A CLAIM TO THE RENEWAL OF A COPYRIGHT

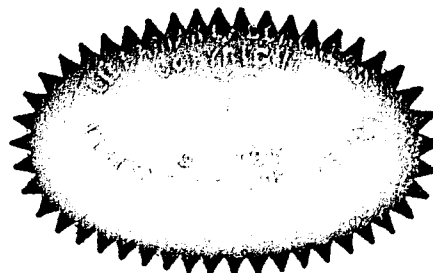
R 155683

R

THIS IS TO CERTIFY that the following statements for the work herein named have been made a part of the records of the Copyright Office. In witness whereof the seal of the Copyright Office is hereto affixed.



Register of Copyrights
United States of America



1. NAME OF CLAIMANT OR CLAIMANTS OF THE RENEWAL COPYRIGHT:

(a) Mrs. Lillian H. Romberg, 465 Park Ave., New York, N.Y.
(Name) (Address)

claiming as widow of the composer, Sigmund Romberg
(See instructions on page 2a)

(b) _____
(Name) (Address)

claiming as _____

(c) _____
(Name) (Address)

claiming as _____

2. COMPLETE TITLE OF WORK SOFTLY AS IN A MORNING SUNRISE (Including specific instrumentation in the case of music)

From New Moon

3. NAMES OF ALL AUTHORS OF RENEWABLE MATTER:

W. Oscar Hammerstein 2nd

M. Sigmund Romberg

4. FACTS OF ORIGINAL REGISTRATION:

Original registration number. CLASS E xxc. No. 698510 501*

If registered as published Sept. 12, 1928
(Give date of publication)

If registered as unpublished _____
(Give date)

Original copyright claimant Harms, Inc., N.Y.
(Name of claimant in original registration)

5. SEND CERTIFICATE TO: (If refund or other communications are to be sent to another person, give his name in space 6.)

Name SONGWRITERS' PROTECTIVE ASSN.

Address 158 W. 55th ST. NEW YORK 19, N.Y.
(Number and street)

(City)

(Zone)

(State)

6. Name _____ Address _____

DATES OF RECEIPT IN COPYRIGHT OFFICE	
APPLICATION	
SEPT 12 1955	
FEE	
61715	SEPT 12 '55

PERSONS WHO ARE ENTITLED TO CLAIM THE RENEWAL COPYRIGHT

When the author is living and application is made by or for him, the words "the author" should be inserted in the blank left for that purpose in item 1 (on pages 1 and 1a) after the words "claiming as."

If the author is not living and application is made by:

- (a) the widow or widower, then the words "the widow of the author" or "the widower of the author" should be inserted after the words "claiming as."
- (b) the child or children of the deceased author, then the words "the child of the deceased author" or "the children of the deceased author" should be inserted after the words "claiming as."
- (c) the executors of the will of the author, then the words "the executors of the author" should be inserted after the words "claiming as."
- (d) the next of kin of the author, then the words "the next of kin of the author, who is not living, there being no will," should be inserted after the words "claiming as."

Renewal registration may be made by the "proprietor" under the following conditions, and in such cases the form of claim (to be given in item 1 of the renewal application and certificate after the words "claiming as") MUST be substantially in the form shown below:

1. If the work is posthumous or composite and if the copyright has been secured originally by the proprietor thereof, the present proprietor may renew as:
 - (a) "Proprietor of the posthumous work."
 - (b) "Proprietor of the composite work."
2. If the work has been copyrighted by a corporate body otherwise than as assignee or licensee of the individual author, the proprietor may renew as:
"Proprietor of a work copyrighted by a corporate body otherwise than as assignee or licensee of the author."
3. If the work has been copyrighted by the employer for whom such work was made for hire, the proprietor may renew as:
"Proprietor of copyright in a work made for hire."
4. If the work is a print or label used for articles of merchandise, the present proprietor may renew as "the proprietor." (Use application Form RR.)

* * * *

INSTRUCTIONS FOR SECURING REGISTRATION OF CLAIMS TO RENEWAL COPYRIGHT

The copyright law provides that a renewal copyright may be obtained when application for such renewal shall have been made to the Copyright Office and duly registered therein within one year prior to the expiration of the original term of copyright. The original copyright term is 28 years, which for a published work begins on the date of publication, and in the case of a work originally registered as unpublished, commences on the date of registration. Hence, the application for renewal copyright must be received in the Copyright Office in acceptable form within the last year of the first term of 28 years, measured from the exact date on which the original copyright began. It is advisable, therefore, to submit the application and fee well in advance of the expiration date of the original term to permit the filing of a new application if the one first received is not acceptable. All renewals are for an additional term of 28 years. The application Form R should be sent with the registration fee of \$2 to the Register of Copyrights, Library of Congress, Washington 25, D. C. It is not necessary that copies of the work be again deposited.

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IN CONSIDERATION of the sum of One (\$1.00) Dollar
and other good and valuable consideration, the undersigned,
SIGNED ROMBERG and LILLIAN ROMBERG, do hereby sell, assign,
transfer and set over unto MUSIC PUBLISHERS HOLDING CORPORATION,
and its successors and assigns, the renewal copyrights of the
Musical Compositions set forth in the Schedule hereto annexed
and made part hereof, and all their right, title and interest
vested and contingent therein and thereto, subject to the terms,
conditions, restrictions and limitations of an agreement made
simultaneously herewith between the undersigned and MUSIC
PUBLISHERS HOLDING CORPORATION.

IN WITNESS WHEREOF, the undersigned have hereunto
set their hands and seals this 1st day of January 1948.

In Presence of:

Sam Flaster, was

[Signature] (L.S.)
SIGNED ROMBERG
[Signature] (L.S.)
LILLIAN ROMBERG

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EXHIBIT "A"SIGMUND ROMBERG COMPOSITIONSHARMS INC.

<u>YEAR</u>	<u>TITLE</u>	<u>PRODUCTION</u>
1931	ADORED ONE	NINA ROSA
1924	ALL YEAR AROUND	THE DREAM GIRL
1931	ARE YOU LOVE	EAST WIND
1923	BALL BEGINS, THE	PASSING SHOW OF 1923
1924	BEADED BAG, A	PASSING SHOW OF 1924
1924	BERTIE	ANNIE DEAR
1927	BOYS IN GRAY	MY MARYLAND
1924	BROAD HIGHWAY, THE	THE DREAM GIRL
1931	CHILDREN OF DREAMS	(VOCAL SCORE)
1925	CONVENT BELLS ARE RINGING	PRINCESS FLAVIA
1925	CROSSWORD PUZZLE, THE	LOUIS THE 14th
1923	CUDDLE ME AS WE DANCE	THE DANCING GIRL
1924	DEEP IN MY HEART DEAR	STUDENT PRINCE
1927	DESERT SONG, THE	(VOCAL SCORE)
1926	DESERT SONG	DESERT SONG
1934	DEVIL IN DISGUISE	SWIFT RADIO PROGRAM
1915	DIANA	MAID IN AMERICA
1925	DON'T LET ANY BODY VAMP YOUR MAN	LOUIS THE 14th
1926	DREAMING IN PARADISE	DESERT SONG
1925	DRINKING SONG	STUDENT PRINCE
1931	EAST WIND	EAST WIND
1925	EDELWEISS	LOUIS THE 14th
1927	EYES THAT LOVE	BONITA
1943	FAITHFULLY YOURS	MY PRINCESS
1927	FOLLOW THE SUN TO THE SOUTH	MARJORIE
1924	FORTY-SECOND STREET MOON	MAID IN AMERICA
1915	GARDEN OF PARADISE	MAID IN AMERICA
1915	GIRLIE OF THE CARPET	NEW MOON
1928	GIRL ON THE FROW, THE	MY GOLDEN GIRL
1927	GIRLS GOODBYE	LOUIS THE 14th
1925	GIVE A LITTLE GET A LITTLE KISS	MELODY
1933	GIVE ME A ROLL ON A DRUM	STUDENT PRINCE
1924	GOLDEN DAYS	BONITA
1927	GOOD PALS	SWIFT RADIO PROGRAM
1934	GO SOUTH YOUNG MAN	VIENNESE NIGHTS
1930	HERE WE ARE	LOUIS THE 14th
1925	HOMELAND	ROSALIE
1927	RUSSIAN'S MARCH	VIENNESE NIGHTS
1930	I BRING A LOVE SONG	EAST WIND
1931	I'D BE A FOOL	ROYAL PATLEADER
1925	I DARE NOT LOVE YOU	

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<u>YEAR</u>	<u>TITLE</u>	<u>PRODUCTION</u>
1921	OH OH COLUMBUS	ROMEO
1915	OH THOSE DAYS	MAID IN AMERICA
1926	ONE ALONE	DESERT SONG
1928	ONE KISS	NEW MOON
1928	ONE KISS IS WAITING FOR ONE MAN	NEW MOON
1915	ONLY FOR YOU	MAID IN AMERICA
1925	ONLY ONE	ROYAL PRETENDER
1929	PAYADOR	NINA ROSA
1925	PAP	LOUIS THE 14th
1932	POMPADOUR	MELODY
1922	PRETTY POLLY	SPRINGTIME OF YOUTH
1927	PRINCE CHARMING	MY GOLDEN GIRL
1927	RANGERS SONG	BONITA
1930	REGIMENTAL MARCH	VIENNESE NIGHTS
1934	RHYTHM OF ROMANCE	
1926	RIFF SONG	DESERT SONG
1923	ROMANCE	THE DANCING GIRL
1926	ROMANCE	DESERT SONG
1923	ROSE OF THE MORNING	PASSING SHOW OF 1923
1924	SERENADE	STUDENT PRINCE
1929	SERENADE OF LOVE	NINA ROSA
1927	SILVER MOON	MY MARYLAND
1915	SING SING TANGO TEA	
1915	SISTER SUSIE'S STARTED SYNCOPATION	MAID IN AMERICA
1928	SOFTLY AS IN A MORNING SUNRISE	NEW MOON
1927	SOME DAY	YO SAN
1922	STARLIGHT OF HOPE	SPRINGTIME OF YOUTH
1927	STOUT HEARTED MEN	NEW MOON
1926	STUDENT PRINCE (WALTZ)	STUDENT PRINCE
1925	STUDENTS MARCH SONG	STUDENT PRINCE
1925	SWEETHEART OF MINE	LOUIS THE 14th
1943	TAKE EVERYTHING BUT LEAVE ME YOU	
1927	TELL ME CIGARETTE	YO SAN
1929	THERE CAN ONLY BE ONLY ONE FOR ME	NINA ROSA
1922	THERE MAY BLOOM ROSE FOR ME	SPRINGTIME OF YOUTH
1927	'TIS LOVE	BONITA
1924	TOMORROW'S ANOTHER DAY	ARTISTS AND MODELS
1932	TONIGHT MAY NEVER COME AGAIN	MELODY
1925	TRUE HEARTS	LOUIS THE 14th
1927	TRY HER OUT AT DANCES	NEW MOON
1925	TWILIGHT VOICES	PRINCESS FLAVIA
1921	VERY NEXT GIRL I SEE	ROMEO
1930	VIENNESE NIGHTS	(VOCAL SCORE)
1927	WAIT AND SEE	YO SAN
1928	WANTING YOU	NEW MOON
1933	WAY IN PAGO PAGO	THE DANCING GIRL
1927	WEST POINT SONG	ROSALIE

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
MUSIC PUBLISHERS HOLDING CORPORATION
INTO
WARNER BROS. - SEVEN ARTS, INC.

* * * * *

WARNER BROS. - SEVEN ARTS, INC., a corporation
organized and existing under the laws of Delaware,
DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated
on the 18th day of July, 1960, pursuant to the General
Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the
outstanding shares of the stock of Music Publishers
Holding Corporation, a corporation incorporated on the
9th day of January, 1929, pursuant to the General
Corporation Law of the State of Delaware.

THIRD: That this corporation, by the following
resolutions of its Board of Directors, duly adopted,
by the unanimous written consent of its members, filed
with the minutes of the board, determined to and did merge
into itself said Music Publishers Holding Corporation:

RESOLVED, that WARNER BROS. - SEVEN ARTS, INC. merge, and it hereby does merge into itself said Music Publishers Holding Corporation, and assumes all of its obligations; and

FURTHER RESOLVED, that the merger shall be effective upon the date of filing with the Secretary of State of Delaware.

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute, under the corporate seal of this corporation, a Certificate of Ownership and merger setting forth a copy of the resolutions to merge said Music Publishers Holding Corporation and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and a certified copy in the office of the Recorder of Deeds of Kent County and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger; and

IN WITNESS WHEREOF, said WARNER BROS. - SEVEN ARTS, INC. has caused its corporate seal to be affixed and this certificate to be signed by SIDNEY LEVIN

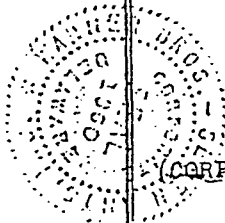
its Vice-President and SIDNEY KIWITT

Assistant Secretary this 13 day of November A.D. 1967.

WARNER BROS. - SEVEN ARTS, INC.

By Sidney Levin
Vice President

By Sidney Kiwitt
Asst. Secretary



(CORPORATE SEAL)

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

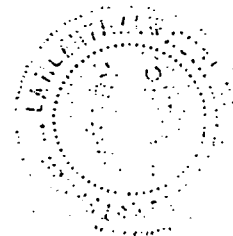
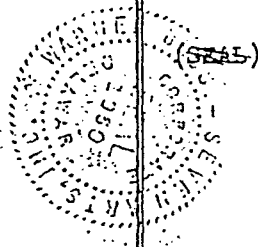
BE IT REMEMBERED that on this 13th day of
November, 1967, personally came before me, a Notary
Public in and for the County and State aforesaid

SIDNEY LEVIN Vice President and SIDNEY KINITT
Assistant Secretary of WARNER BROS. - SEVEN ARTS,
INC., a corporation of the State of Delaware, and they
duly executed said certificate before me and severally
acknowledged the said certificate to be their act and deed
and the act and deed of said corporation and the facts
stated therein are true; that the signatures of the said
officers are in the handwriting of each of said officers
respectively; and that the seal affixed to said
certificate is the common or corporate seal of said
corporation.

IN WITNESS WHEREOF, I have hereunto set my
hand and seal of office the day and year aforesaid.


Notary Public

STEPHEN R. LANGENTHAL
Notary Public, State of New York
No. 31-225 2225
Qualified in New York County
Commission Expires March 30, 1969





State of DELAWARE



Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of Amendment
filed in this office on November 28, 1969



Michael Harkins
Michael Harkins, Secretary of State

BY: *M. Mignone*

DATE: December 6, 1988

sig Name

11-28-69 9AM. Duplicate Copy
Original Lost

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
WARNER BROS.-SEVEN ARTS, INC.

Adopted in accordance with the provisions of Section 242
of the General Corporation Law of the State of Delaware

The undersigned, being the holders of record
of all outstanding shares of stock of Warner Bros.-Seven
Arts, Inc., a corporation existing under the laws of the
State of Delaware, do hereby certify under the seal of
the said corporation as follows:

FIRST: That the Certificate of Incorporation
of said corporation has been amended as follows:

By striking out the whole of Article First
thereof as it now exists and inserting in lieu and in-
stead thereof a new Article First, reading as follows:

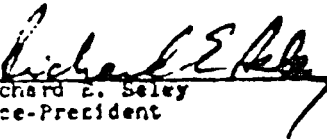
The name of the corporation is WARNER BROS.,
INC.

SECOND: That such amendment has been duly
adopted in accordance with the provisions of the General
Corporation Law of the State of Delaware by the unanimous

written consent of all of the stockholders entitled to vote in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, we have signed this certificate and caused the corporate seal of the corporation to be hereunto affixed this 24 day of Nov, 1969.

KINNEY NATIONAL SERVICE, INC.

By 
Richard E. Seley
Vice-President

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

BE IT REMEMBERED that on this 24 day of November
1969, personally came before me Ethel Ratner,
a Notary Public in and for the County and State aforesaid,

Richard E. Seley, party to the foregoing
certificate, known to me personally to be such, and duly
acknowledged the said certificate to be his act and deed,
and that the facts therein stated are true.

GIVEN under my hand and seal of office the day
and year aforesaid.

Ethel Ratner

ETHEL RATNER
Notary Public, State of New York
No. 4052575 Exp. 1st. Co.
Comm. Expires 11/1/70
Commission Expires 11/1/70

00033

"New Moon"

2

SOFTLY, AS IN A MORNING SUNRISE

Words by
OSCAR HAMMERSTEIN II
Spanish text by
Johnnie Camacho

"QUEDO"

Music by
SIGMUND ROMBERG

Tango tempo

VOICE

PIANO

f

dim.

mp

Love came to me, gay and ten - der, Love came to me, sweet sur - ren - der;
Yo te be - sé tier - na - men - te, Y te a - do - ré cie - ga - men - te;

mp

Love came to me — In bright ro - man - tic splen - dor.
Sin com - pren - der — que to - do fue so - ña - do,

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Copyright Renewed

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ALL RIGHTS RESERVED INCLUDING PUBLIC PERFORMANCE FOR PROFIT

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S-1486-4 Sp.

Fick - le was she, Faith - ful nev - er; Fick - le was she and clev - er,
 Yal des - per - tar Te he bus - ca - do, Pe - ro fu - gaz te has i - do

So will it be for - ev - er, for - ev - er, *rall.*
 Sin tú sa - ber lo que te he que - ri - do. *rall.*
poco accel.

REFRAIN

p-f a tempo

Soft - ly, as in a morn - ing sun - rise,
 Que - do, sus - pi - rael al - ma mi - a
p-f a tempo

The light of love comes steal - ing In - to a new born
 Por el a - mor que un di - a, So - ño mi co - ra -

4

day, oh! Flam - ing with all the glow of
 zón... y, Que - do, qui - sie - ra con - fr -

sun - rise, A burn - ing kiss is seal - ing
 sar - te, Que só - lo an - sí - aa - mar - te

The vow that all be - tray. For the pas - sions that
 Con to - da sui - lu - sión. La pa - sión que yo

thrill love And lift you high to heav - en,
 sien - to, Me tie - ne pri - sio - ne - ro,

poco animato

Are the pas - sions that kill love And let you fall to
Y se - ré has - ta el mo - men - to Que te po - dré de -

rall. f-ff appassionato p-f a tempo
hell! So ends each sto - ry. Soft - ly, as in an eve - ning
cir Lo que te quie - ro... Que - do, muy que - do te lo

poco rit.
sun - set, The light that gave you glo - ry Will take it all a -
rue - go; Ven, que vi - vir no pue - do; Ven, cal - ma mi su -

1 a tempo 2 a tempo
way. way.
frir. frir.

S-1486-4

WARNING: Any person who shall willfully and for profit copy the words or music of this song, or any portion thereof, shall be liable to criminal prosecution under the United States Copyright Law

Page: 1 Document Name: untitled

MBR18DS P U B L I S H E R I N F O R M A T I O N
M-CODE: 1426756 NAME: WARNER BROS INC
(WARNER BROS MUSIC DIV)

CAE CODE : 058855632
CLASS : P
SOCIETY : ASCAP
DISTRIBUTION : DOMESTIC & FOREIGN
ASCAP STATUS : CURRENT MEMBER
MEMBERSHIP AGRMNT : RETURNED SIGNED
ROYALTY HOLD : GROUP MAILING
TAX ID # 13-3246913
APPLICATION HOLD : NO

APPLICATION DATE : / /
ELECTION DATE : 03 / 02 / 1914
CREDITED DATE : / /

REPRESENTATIVE : MORGENSTERN JAY

ACTIONS: 1-ENTER NEXT ACTION CODE: CMNT
2-HIT "PF2" TO RETURN TO ACTION CODE TABLE; PF9 - MEMBER SELECTION

EXHIBIT D

Volume I
Pages 1 to 56
Exhibits: 1

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN SECTION

- - - - -x
:
CHAPPELL & CO., INC., ET AL., :
Plaintiffs, :
:
vs. : Civil Action No.
: 1:05-CV-10143-NG
COSTELLO'S TAVERN, INC., :
Defendant. :
:
- - - - -x

DEPOSITION OF STEVEN C. FURTADO, a witness
called on behalf of the Defendant, taken pursuant to
the Federal Rules of Civil Procedure, before Daniel
P. Wolfe, Registered Professional Reporter and
Notary Public in and for the Commonwealth of
Massachusetts, at the Offices of Holland & Knight
LLP, 10 St. James Avenue, Boston, Massachusetts, on
Thursday, July 21, 2005, commencing at 2:00 p.m.

PRESENT:

Holland & Knight LLP
(by Stephen S. Young, Esq.)
10 St. James Avenue, Boston, MA 02116,
for the Plaintiffs and the Deponent.

Flaherty & Flaherty
(by Timothy Flaherty, Esq.)
43 Bowdoin Street, Boston, MA 02114,
for the Defendant.

Also present: Richard H. Reimer, Vice President
Legal Services, ASCAP
Matthew Griffin

1 A. About two years.

2 Q. With whom do you reside?

3 A. My fiancée.

4 Q. Could you give us your educational
5 background beginning after high school.

6 A. I went to school at University of
7 Massachusetts-Lowell, and my degree is in music
8 performance with an emphasis in the music business.

9 Q. Any graduate school?

10 A. No.

11 Q. Other than your degree in music
12 performance -- and is it with an emphasis in
13 business? Am I stating that correctly?

14 A. Yes.

15 Q. -- have you had any additional training or
16 education in the composition of music?

17 A. No.

18 Q. Do you perform any instruments?

19 A. I play trumpet.

20 Q. How many years have you been playing the
21 trumpet?

22 A. Since fourth grade.

23 Q. Have you ever composed music?

24 A. No.

1 Q. Have you ever performed in any venue?

2 A. Yes.

3 Q. Where have you performed?

4 A. In schools, concert halls and different
5 bars, inns.

6 Q. Ever been a member of a band?

7 A. Yes.

8 Q. What are the names of bands you have been a
9 member of?

10 A. In The Mood. That's it.

11 Q. Is In the Mood still currently a performing
12 band?

13 A. Yes.

14 Q. Where do you presently perform?

15 A. It's almost all private functions.
16 Weddings.

17 Q. Are you the leader of the band?

18 A. No.

19 Q. Do you derive income from your performance
20 of compositions in In the Mood?

21 A. Yes.

22 Q. When is the last time you performed?

23 A. I'm not sure. Last month.

24 Q. Do you remember the date you performed

1 A. Yes.

2 Q. Could you tell me what that is, please.

3 A. She uses "ogscoob21@yahoo."

4 Q. During your approximately six years of
5 conducting investigations for ASCAP, have you ever
6 been trained by any person or at the direction of
7 ASCAP?

8 A. No.

9 Q. Did you receive any type of training prior
10 to conducting the investigations on behalf of ASCAP?

11 A. No.

12 Q. Do you have a supervisor?

13 A. No.

14 Q. Prior to conducting your first
15 investigation for ASCAP, were you told what the goal
16 of the investigation was by any person from ASCAP?

17 A. No.

18 Q. What were the directions you received?

19 A. My directions come in a packet, which is
20 the form you guys have, and I have to go into the
21 venue and look up what they tell me to look up in
22 the packet and also write down all the songs that
23 are played and the times.

24 Q. I am going to show you a series of

1 photocopied documents and ask you if you recognize
2 it. Just take a minute to take a look at that.

3 A. (Reviewing document)

4 Q. Do you recognize this document?

5 A. Yes.

6 Q. What do you recognize this document to be?

7 A. This is the report I filled out for that
8 investigation at Costello's.

9 MR. FLAHERTY: Could I have this marked as
10 Exhibit 2, please.

11 MR. YOUNG: We can go off the record one
12 second.

13 (Discussion off the record)

14 (Document marked as Furtado

15 Exhibit 1 for identification)

16 Q. Mr. Furtado, showing you what's been marked
17 Exhibit 1, can you tell me if there were any other
18 documents you received in your packet from ASCAP
19 prior to conducting the investigation with respect
20 to Costello's?

21 A. No.

22 Q. Is there a cover letter that accompanies
23 this packet?

24 A. No.

1 A. No.

2 Q. You list 12 songs on your list of musical
3 compositions performed in your investigator's
4 report, right?

5 A. Right.

6 Q. Could you tell us which of those songs you
7 did not recognize?

8 A. The first --

9 MR. YOUNG: Objection.

10 Q. There are some songs that you did not
11 recognize, correct?

12 A. Yes.

13 Q. Could you tell us which of those songs you
14 did not recognize.

15 A. The second-to-last song.

16 Q. What is the name of that song?

17 A. I don't know. I marked it as "unknown."

18 Q. Could you tell us which of the 12 songs
19 listed on your list of musical compositions
20 performed that Scott Dupre assisted you in
21 identifying?

22 A. I don't remember specifically.

23 Q. Did he assist you in identifying all of
24 them?

1 he had a hat that had the Puerto Rican flag on it.
2 I don't really remember any others specifically.

3 Q. Did any of the people performing or
4 assisting in the jam session that evening have
5 facial hair?

6 A. I don't remember.

7 Q. When you arrived at 9:30 and sat where you
8 indicated on your diagram in Exhibit 1, had the band
9 already begun to play?

10 A. No.

11 Q. When did the band begin to play?

12 A. I don't remember exactly. I believe it was
13 around 10:00.

14 Q. At any point after the band began to play,
15 did members of the band leave the performance and
16 other members of the audience take up playing with
17 the band?

18 A. Yes.

19 Q. How often did that occur during the night?

20 A. Sometimes it was after two songs.
21 Sometimes somebody would go up and play for one
22 song. It varied.

23 Q. How many other musicians played?

24 A. I don't remember exactly. I believe there

1 was about 15.

2 Q. Were there any breaks in the music during
3 the night?

4 A. Yes.

5 Q. Were they scheduled breaks, or was it just
6 a stop and playing music?

7 A. It was pretty much just a stop.

8 Q. Did you perform at all that night?

9 A. No.

10 Q. Did Scott Dupre perform at all that night?

11 A. No.

12 Q. Was there a sign-up sheet anywhere in
13 Costello's that night?

14 A. I don't recall seeing one.

15 Q. Was it announced over a microphone or sound
16 system that people were able to participate in this
17 jam session if they chose to?

18 A. No.

19 Q. Did you notice anyone with any sheet music?

20 A. Yes.

21 Q. Could you tell us what person you saw with
22 sheet music.

23 A. I don't remember exactly who had it, but
24 there were a couple of books. Different musicians

1 Q. You also said that a lot of these songs
2 that are on this list are standards. What do you
3 mean by "standard"?

4 A. I mean that they are played a lot and you
5 hear them a lot.

6 Q. When one group of performers stopped
7 playing their song and there were some interchange
8 of people, either the whole group left and somebody
9 else came up or however it worked, how did the new
10 performers determine what songs to play, if you
11 know, or song to play?

12 A. They would just kind of discuss among
13 themselves and then start playing. From where I was
14 I couldn't hear what they were saying.

15 Q. They just get up and talk among themselves
16 and then they'd start playing a song?

17 A. That's right.

18 Q. You said that there wasn't any long break
19 during the course of the evening you were there; is
20 that right?

21 A. That's right.

22 Q. But there were periods of break between
23 songs?

24 A. That's right.

INVESTIGATOR'S REPORT

Date of Investigation

AUG 24 2004
ASCAD-ATL
8.15.04

Name of Establishment/Event

Castello's

Address

723 Centre St. City Jamaica Plain State MA

Time Entered

9:30 PM

No. of Patrons Present

37

Time Exited

1:30 AM

No. of Patrons Present

46

Maximum No. of Patrons Present

50

TOTAL SEATING CAPACITY

No. Tables 5

No. Booths 6

No. Stools 23

Posted Fire Capacity

I COULDN'T
FIND ONE

Date

DANCING AREA NONE sq. ft. (approx.) SKATING AREA NONE sq. ft. (approx.)

ADMISSION CHARGE \$ NONE COVER CHARGE \$ NONE

MINIMUM CHARGE \$ NONE OTHER CHARGE \$ NONE

JUKEBOX: Yes

X

No

Manufacturer

Coin Operated: Yes

X

No

Accessible to Patrons: Yes

X

No

Song List Visible: Yes

X

No

Played by Patrons: Yes

No

X

Jukebox License Office Certificate: Yes

No

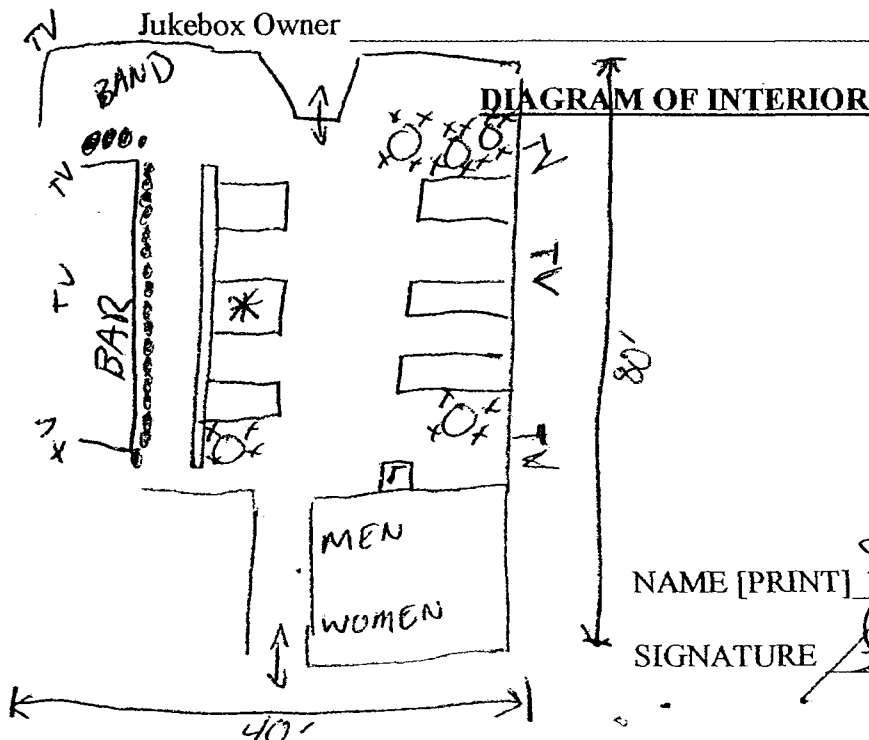
X

Valid J.L.O.C.: Yes

No

X

Jukebox Owner



NAME [PRINT]

Steven Furtado

SIGNATURE

[Signature]

INVESTIGATOR'S REPORT

Date of Investigation

8.15.04

Establishment/Event

Castello's

Address

723 Centre St. City Jamaica Plain State MA

DESCRIPTION OF INTERIOR

The interior of Castello's is a large rectangular room. Upon entering there is a long bar on the right and all the tables and booths are to the left. The entrance is between two large windows facing the street. The walls were red brick. Two large mirrors hung behind the bar, one Guinness and the other by HARP. The opposite wall displayed framed pictures of Boston Sports Heroes.

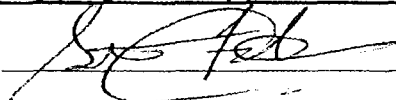
DESCRIPTION OF EXTERIOR

Castello's is located in a busy area, it is attached to other local business. There was a parking lot in the back of the building. There was a sign above the windows and door in the front of the building. It was a black sign with white script lettering spelling Castello's. There are two entrances to Castello's. One in the front of the venue and one toward the rear. Both entrances outside the building were well lit.

DESCRIPTION OF ENTERTAINMENT

On the night of the investigation Castello's hosted a "jazz jam." Several musicians (about 17) took turns playing different instruments, including Drums, Upright bass, keyboards, Alto Sax, Flugel Horn, and Trumpet. The bar has four TV's (about 30 inches), two flat screen TV's (about 60 inches), and one KENO Monitor. (about 30 inches) One flatscreen and two TV's were tuned to ESPNNEWS. The others were playing to Olympics and ESPN. The singers in the jazz jam used microphones and the keyboard was connected to an amp. All of the other instruments were acoustic.

SIGNATURE



INVESTIGATOR'S REPORTDate of Investigation 8.15.04Establishment/Event Costello'sAddress 723 Centre St. City Jamaica Plain State MAMISCELLANEOUS

(Include type and number of alcoholic beverages consumed, whether you discussed the purpose for your visit with anyone, whether you requested the performance of any songs, and any other pertinent details.)

On the night of the investigation, I parked my car in the parking lot behind Costello's. My guest and I walked around the building and went in through the front entrance. Neither my guest nor I discussed the purpose of our visit with anyone, and we did not request any songs to be played. Our bartender was female, about 30 years old, she had blonde hair and wore a white shirt and black pants.

My guest and I ordered and consumed two beers each, Harpoon U.F.O. at \$4.75 each. We also ordered and consumed a few glasses of water at no charge.

After each song, some of the musicians would sit down and others would get up to play the next song.

Interior:

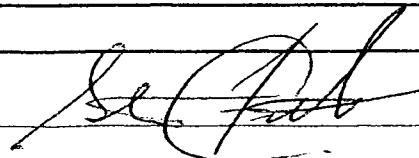
5 tables seating four each

6 booths seating six each

23 stools at the bar

Total Seating: 79

SIGNATURE



INVESTIGATOR'S REPORT

Date of Investigation 8.15.04

Establishment/Event Costello's

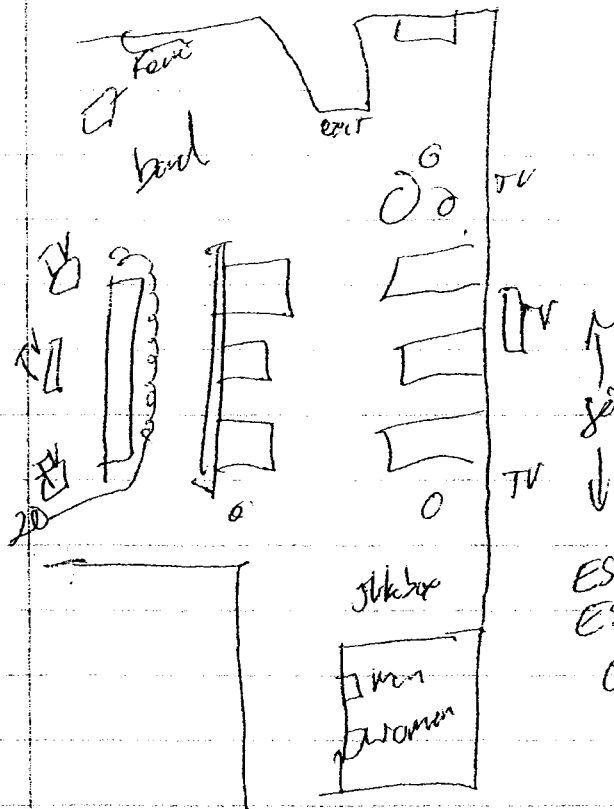
Address 723 Centre St. City Jamaica Plain State MA

LIST OF MUSICAL COMPOSITIONS PERFORMED

Time	Song Title	Source of Music	Popular Recording By
9:54pm	12 Bar Blues Jam	Live Band	unknown
10:05pm	Damn That Dream	Live Band	Jimmy Van Hesse
10:16pm	A Foggy Day	Live Band	Gershwin
10:29pm	When Love Comes In	Live Band	Unknown
10:58pm	Have You Met Miss Jones	Live Band	Lorenz Hart/Richard Rogers
11:12pm	Confirmation	Live Band	Charlie Parker
11:24pm	Foot Prints	Live Band	Wayne Shorter
11:38pm	Softly as in the Morning Sunrise	Live Band	Miles Davis
12:11am	Mercy, Mercy, Mercy	Live Band	Buddy Rich
12:33am	Billy's Bounce	Live Band	Charlie Parker
12:46am	Unknown	Live Band	unknown
12:58am	St. Thomas	Live Band	Sonny Rollins

SIGNATURE

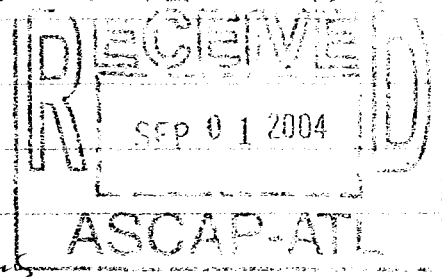
Se Fab



37 people
46

brick walls

ESPN
ESPN News
Olympics



8 49

Guitar mirror
Harp mirror

Boston sports pics

Drums
bass
keyboard
trumpet
sax
flgel

- 954 Goes Jam (tummy)
- 1005 Darn that Dream
- 1016 A Fogg Day
- 1029 Waken Come In
- 1058 Have you met Mr Jones
- 1112 Confirmation (Bird)
- 1124 Foot Prints
- 1138 Softly as in the Morning Sunrise

- 1111 Mary Mary Mary
- 1233 Mills Bounce
- 1246 ?
- 1258 St Thomas

[Signature] 8:15:01

Costello's
723 Centre Street
Jamaica Plain, MA 02130
Aug. 15, 2004

Costello's, on Centre Street, sits in between
People's Federal Bank and Blanchard Liquors.
I paid for the drinks that my guest and
I consumed.

At Costello's music is provided 3 nights a week,
with DJs on Friday and Saturday night and
a jazz jam on Sunday night.
I obtained this information via a phone call
I made to Costello's before the investigation.


There were many musicians on the night of
Aug. 15th. One of the keyboard players was a
young black woman in her early twenties, she also
sang. There was a sax player who stood about
5'6" in his early 40s wearing a ~~and~~ hat and jacket
that displayed the Puerto Rican flag. One of the
trumpet players was a man in his late 20s, about
6' tall with dirty blonde hair, he also played the
flugal horn. There was also a girl with long
blonde hair in her 20s, about 5'5", who

Costello's
Aug. 15, 2004

723 Centre St.
Jamaica Plain, MA 02130

There was no sound coming from any
of the TVs.

I didn't see any exterior speakers.

 8.26.04

RECEIVED
SEP - 1 2004

ASCAP - ATL

INVESTIGATOR'S EXPENSE REPORT

Please Print

NAME OF ESTABLISHMENT
WHERE INVESTIGATION WAS
TAKEN:Costello's

ADDRESS:

723 Centre Street

NAME OF INVESTIGATOR:

Steven FurtadoDate of
Investigation: 8.15.04

EXPENSES	SAT	SUN	MON	TUES	WED	THUR	FRI	TOTAL
Hours in Establishment		4 hrs <u>105.00</u>						
Investigation Fee		<u>105.00</u> ✓						
Total Miles <u>104</u> @ \$.375 per mile		<u>104</u> <u>39.00</u> ✓						
Driving/Flying Time <u>2</u> hrs <u>30</u> min		<u>17.50</u> <i>mcc</i> 20.00						
Parking/Tolls		<u>0</u>						
Food/Drink <u>4 drinks @ 4.75</u> Cover Charge _____ Other _____ Total Expense in Est. <u>19.00</u>		<u>19.00</u> ✓						
Hotel**		<u>0</u>						
Meals** (Outside Establishment)		<u>0</u>						
Phone/Postage (Be sure to separate)		<u>1.09</u> ✓						
Report Preparation		<u>50.00</u> <i>supplemental requested</i>						
Guest/Partner Fee		<u>25.00</u> ✓						
Total		<u>259.09</u>						<u>206.59</u> <i>mcc</i>

Investigator Signature: [Signature]Date: 8-16-04Approved by: [Signature]Date: 9/1/04

*When possible, please obtain receipts for any expense incurred at the establishment and attach to this report.

**Reimbursement for meals and/or hotels will not be made without appropriate receipts.



***** WELCOME TO *****
MOUNT PLEASANT STATION
NEW BEDFORD, MA 02745-9998
United We Stand
08/17/04 11:10AM

Store	USPS	Trans	78
Wkstn	sys5003	Cashier	KZTJHW
Cashier's Name		George	
Stock Unit Id		WINGEORGE	
PO Phone Number		800-275-8777	
USPS #		4371430745	

1. EP 10x13 Env - RP	0.49
2. First Class	0.60
Destination:	30339
Weight:	1.80oz
Postage Type:	PVI
Total Cost:	0.60
Base Rate:	0.60

Subtotal	1.09
Total	1.09

Cash	2.00
Change Due	
Cash	0.91

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Number of Items Sold: 2

Thank You
Please come again!

GUEST CHECK™

Date	Table	Guests	Server	702649
------	-------	--------	--------	--------

APPT-SOUP/SAL-ENTREE-VEG/POT-DESSERT-BEV

2 UFO's
@ 4.75
\$9.50

Tax

Total

Thank You



GUESTCHECK™

www.nationalchecking.com



9261

30339

U.S. POSTAGE
PAID
NEW BEDFORD, MA
02745
AUG 17, '04
AMOUNT

\$0.60
00027465-11

EXHIBIT E

Volume I
Pages 1 to 64
Exhibits 1 - 11

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN SECTION

- - - - -x
:
CHAPPELL & CO., INC., ET AL., :
Plaintiffs, :
:
vs. : Civil Action No.
:
COSTELLO'S TAVERN, INC., :
Defendant. :
:
- - - - -x

DEPOSITION OF DEFENDANT, COSTELLO'S TAVERN, INC., THROUGH ITS PRESIDENT, MATTHEW T. GRIFFIN, a witness called on behalf of the Plaintiffs, taken pursuant to the Federal Rules of Civil Procedure, before Daniel P. Wolfe, Registered Professional Reporter and Notary Public in and for the Commonwealth of Massachusetts, at the Offices of Holland & Knight LLP, 10 St James Avenue, Boston, Massachusetts, on Thursday, October 6, 2005, commencing at 11:45 a.m.

PRESENT:

Holland & Knight LLP
(by Stephen S. Young, Esq.)
10 St. James Avenue, Boston, MA 02116,
for the Plaintiffs.

Flaherty & Flaherty.
(by Timothy Flaherty, Esq.)
43 Bowdoin Street, Boston, MA 02114,
for the Defendant.

1 than what you do for Costello's? In other words, do
2 you earn any income from work you perform from any
3 other --

4 A. No.

5 Q. -- in any other way? Okay. Are you
6 related to one of the attorneys in this case?

7 A. Yes.

8 Q. To which attorney?

9 A. Well, my brother Tommy. My brother. Timmy
10 is my cousin.

11 Q. How long have you been associated with
12 Costello's, approximately?

13 A. I don't understand "associated with."

14 Q. You are the owner?

15 A. Yes.

16 Q. How long have you been the owner?

17 A. About 15, maybe 20 years.

18 Q. Have there ever been any other owners of
19 Costello along with you during those 15 years?

20 A. No.

21 Q. You are the sole owner --

22 A. Yes.

23 Q. -- and have been for 15 years. Are you a
24 musician?

1 A. I don't know. Two months ago. Whenever
2 James Merenda told you he last played.

3 Q. During the past five years have you had
4 music performed at Costello's?

5 A. Yes.

6 Q. Has the type of music -- let me strike
7 that. Has the way the music has presented differed
8 during that five-year period?

9 A. I don't understand the question.

10 Q. During that time period have you had bands
11 perform?

12 A. Yes.

13 Q. And during that time period -- I don't mean
14 all of it but on and off during it -- did you pay
15 bands to perform?

16 A. Yes.

17 Q. When was the last time you paid a band to
18 perform?

19 A. James Merenda.

20 Q. James Merenda's band?

21 A. The jazz jam.

22 Q. Other than the James Merenda band, during
23 the past five years have you had any other bands
24 that performed at Costello's?

1 A. Yes.

2 Q. To the best you can recall it, would you
3 tell us what other bands have performed there during
4 the past five years.

5 A. There was the blues jam that Mo Rucker,
6 when you deposed him, explained to you. And there
7 was a Reggae band, Danny Ducker and the Jive Five.

8 Q. Any other bands you can recall?

9 A. No.

10 Q. And the Reggae band, Danny Ducker, Jive
11 Five, was paid by Costello's?

12 A. Yes.

13 Q. How was its pay determined? Let me put it
14 this way: Was its compensation -- was the band's
15 pay determined in any way based upon the number of
16 people who came to Costello's?

17 A. No.

18 Q. What was the basis for payment of the band?

19 A. It was a set fee.

20 Q. Just a set fee. Was that the case with the
21 blues band also?

22 A. Yes.

23 Q. Was that the case with James Merenda's band
24 also?

1 A. Yes.

2 Q. This was a set fee that you and the band
3 leaders worked out?

4 A. Yes.

5 Q. During the past five years has Costello's
6 had a cover charge?

7 A. No.

8 Q. During the past five years has Costello had
9 a minimum charge?

10 A. No.

11 Q. During the past five years has Costello's
12 advertised the performance of music at its
13 establishment?

14 A. No.

15 Q. During the past five years have the bands
16 advertised their performance at Costello's?

17 A. I don't know.

18 Q. Have there been fliers during the past five
19 years posted in or around Costello's notifying the
20 public of what music was going to be performed?

21 A. Not that I know of.

22 Q. In what manner would the availability of
23 music at Costello's become known to customers?

24 A. Word of mouth.

1 Q. Has Costello's ever had a disc jockey?

2 A. Yes.

3 Q. Has Costello's had a disc jockey during the
4 past five years?

5 A. Yes.

6 Q. When during the past five years did it have
7 a disc jockey?

8 A. Special --

9 Q. I couldn't hear you.

10 A. Special parties. Benefits. Maybe a
11 birthday party.

12 Q. Do you remember any of those?

13 A. Yes.

14 Q. Can you tell us what you recall about any
15 of the special benefits, birthday parties, or other
16 events when a disc jockey has been at Costello's?

17 A. Saturday night, this past Saturday night,
18 for the hurricane victims the Red Cross had a
19 benefit.

20 Q. Tell us about that benefit, if you would,
21 please.

22 A. What's the question?

23 Q. How were people aware that the benefit was
24 taking place?

1 A. Word of mouth.

2 Q. No advertisement of it?

3 A. No.

4 Q. Open to the public, I assume?

5 A. Yes.

6 Q. And then how did the hurricane victims
7 benefit from that particular --

8 A. Donations.

9 Q. Donations by customers?

10 A. Yes.

11 Q. Who was the disc jockey?

12 A. I didn't get him. I'm not sure. I didn't
13 run it.

14 Q. He was just there to perform? Somebody
15 else, the Red Cross or somebody else --

16 A. Right.

17 Q. -- hired the disc jockey? You didn't pay
18 the disc jockey?

19 A. No.

20 Q. Is food served at Costello's?

21 A. Yes.

22 Q. Was food served at Costello's Saturday
23 night during this event?

24 A. Yes.

1 Q. After this suit was filed did you make any
2 effort to try to determine whether you were at
3 Costello's that night?

4 A. No.

5 Q. Do you have any personal knowledge as to
6 what music was played at Costello's that night,
7 August 15, 2004?

8 A. No.

9 Q. Did you make or did anybody, to your
10 knowledge, make any recording of any music played at
11 Costello's on the night of August 15, 2004?

12 A. No.

13 Q. To your knowledge, did anybody make a list
14 of any music that was performed at Costello's on the
15 night of August 15, 2004?

16 A. No.

17 Q. Do you have any knowledge of anyone else
18 knowing what music was or was not performed at
19 Costello's on the night of August 15, 2004?

20 A. No.

21 Q. Do you have any knowledge of whether any of
22 the three songs that have been allegedly infringed
23 in this case were played at Costello's?

24 A. No.

1 Q. Let me just make sure we know what we are
2 talking about here.

3 (Document marked as Griffin
4 Exhibit 7 for identification)

5 Q. I am showing you a document that is
6 entitled "Exhibit 7." If you'd just take a look at
7 that for a moment. And it lists three musical
8 compositions, one "Have You Met Ms. Jones?", the
9 second titled "A Foggy Day," and a third entitled
10 "Softly as in a Morning Sunrise." Do you have any
11 knowledge at all, directly or indirectly, whether
12 any of those songs was performed at Costello's on
13 the night of August 15, 2004?

14 A. No.

15 Q. After you learned of this suit, did you do
16 anything to try to determine whether any of those
17 songs were performed at Costello's?

18 A. I don't recall.

19 Q. You don't recall whether you did or did not
20 do anything?

21 A. Yes.

22 Q. So as of today, you don't have any basis
23 for denying that those songs were performed?

24 A. I didn't say that.

1 Q. Do you have a basis for denying that they
2 were performed?

3 A. Yes.

4 Q. What is your basis?

5 A. I asked the musicians.

6 Q. Who performed that night?

7 A. James Merenda ran the jazz jam.

8 Q. What do you mean by "ran" it?

9 A. He is in charge. He brings the musicians.
10 He sets the tone. He sets -- he runs the show.

11 Q. And your sole basis for determining or
12 trying to determine whether those songs were or were
13 not performed at Costello's on August 15, 2004, was
14 asking James Merenda?

15 A. Yes.

16 Q. What did James Merenda tell you?

17 A. They weren't played.

18 Q. When you asked him that -- when did you ask
19 him that question?

20 A. I don't know.

21 Q. It was after the suit was started, though,
22 right?

23 A. Yes.

24 Q. How long after the suit was started?

1 Q. Item No. 5, it asks for all documents
2 Defendant received from ASCAP between a certain time
3 frame. You haven't found any documents --

4 A. None.

5 Q. -- other than what I have shown you here?

6 A. Correct.

7 Q. Item No. 9 requests all advertisements for
8 the evening of August 15, 2004. You are unaware of
9 there being any such document?

10 A. Correct.

11 Q. Item No. 10, it asked for any documents
12 reflecting payments made for the performance of
13 music at Costello's from May 1, 2001, to date. And
14 the answer says that you are making diligent efforts
15 to find such documents. Have you found any?

16 A. No.

17 Q. So you don't have any evidence -- any
18 documents evidencing amounts paid for entertainment
19 at Costello's during that time frame?

20 A. No.

21 (Document marked as Griffin
22 Exhibit 11 for identification)

23 Q. I am showing you what has been marked as
24 Exhibit 11, a document entitled "Responses to

1 Plaintiffs' Request For Admissions," and Item No. 7,
2 it asks you to admit or deny that on the evening of
3 August 15, 2004, the musical composition "Have You
4 Met Ms. Jones?" was performed at Costello's, and you
5 denied that, right?

6 A. Yes.

7 Q. And the denial is based upon what you have
8 been told by either or both Mr. Rucker or Mr.
9 Merenda; is that correct?

10 A. Yes.

11 Q. That's the sole basis for your denial?

12 A. Yes.

13 Q. Okay. Request for Admissions No. 8 asked
14 the same question regarding the musical composition
15 "A Foggy Day," and again you denied it. And am I
16 correct in understanding that the basis of your
17 denial is, again, solely what Mr. Rucker and/or Mr.
18 Merenda said to you?

19 A. Yes.

20 Q. Then in Question No. 10 the same question
21 was asked regarding the musical composition -- no.
22 Question No. 9, the same question was asked as to
23 the composition "Softly as in a Morning Sunrise."
24 Again, you denied it. And again, the sole basis for

1 that denial is what you were told by Mr. Merenda and
2 Mr. Rucker?

3 A. Yes.

4 MR. YOUNG: That's all I have. Thank you.

5 MR. FLAHERTY: Thank you.

6 (Whereupon, the deposition was
7 concluded at 1:05 p.m.)

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EXHIBIT F

Volume I
Pages 1 to 50
Exhibits: None

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN SECTION

-----x
:
CHAPPELL & CO., INC., ET AL., :
Plaintiffs, :
:
vs. : Civil Action No.
: 1:05-CV-10143-NG
COSTELLO'S TAVERN, INC., :
Defendant. :
:
-----x

DEPOSITION OF JAMES MERENDA, a witness
called on behalf of the Plaintiffs, taken pursuant
to the Federal Rules of Civil Procedure, before
Daniel P. Wolfe, Registered Professional Reporter
and Notary Public in and for the Commonwealth of
Massachusetts, at the Offices of Holland & Knight
LLP, 10 St. James Avenue, Boston, Massachusetts, on
Thursday, July 21, 2005, commencing at 11:00 a.m.

PRESENT:

Holland & Knight LLP
(by Stephen S. Young, Esq.)
10 St. James Avenue, Boston, MA 02116,
for the Plaintiffs.

Flaherty & Flaherty
(by Timothy Flaherty, Esq.)
43 Bowdoin Street, Boston, MA 02114,
for the Defendant.

Also present: Richard H. Reimer, Vice President
Legal Services, ASCAP
Matthew Griffin
Vanessa Morris

1 Q. In general what is a jazz jam session?

2 A. Where musicians come together and play.

3 Q. Had you known Mr. Rucker before he asked
4 you about running a jazz jam session at Costello's?

5 A. Not really.

6 Q. Do you have any idea how he happened to
7 come to you?

8 A. Yes, absolutely. We had a mutual friend.
9 I taught this woman's kids who he was friends with,
10 and they all came to one of my performances one
11 night.

12 Q. "They all" mean Mr. Rucker joined them?

13 A. Yes. And the people that I taught, their
14 parents.

15 Q. Where were you performing?

16 A. A place called "The Chopping Block Pub."

17 Q. Where is The Chopping Block?

18 A. I believe it is no longer in existence, but
19 I believe it was in Brigham Circle. I believe they
20 are closed now.

21 Q. What kind of music were you performing at
22 The Chopping Block?

23 A. I would say you could call it jazz.

24 Q. How many jazz venues are there in the

1 right?

2 A. Yeah.

3 Q. What do you mean by "contemporary" jazz
4 that would distinguish it from either original or
5 standard?

6 A. A composition written by someone other than
7 the people playing more recently, more likely in the
8 last 10, 20 years. Songs that aren't considered
9 standard that would be more obscure, more
10 complicated in melody and harmony.

11 Q. Ones that haven't been played so often that
12 they are generally familiar?

13 A. Yes.

14 Q. I want to turn for a moment to the evening
15 of Sunday, August 15, 2004. Do you have any
16 recollection as to whether you put on the jazz jam
17 at Costello's on that night?

18 A. No, I don't.

19 Q. There's nothing that causes that night to
20 stand out in your recollection from any other jazz
21 jam evening?

22 A. August 14, 2004? No.

23 Q. August 15.

24 A. No.

1 Q. When you put on a jazz jam at Costello's,
2 did you or anyone else, to your knowledge, keep a
3 list of songs that were played?

4 A. No.

5 Q. Did anybody, to your knowledge, record the
6 songs that were played?

7 A. No.

8 Q. Have you ever seen a list of songs that
9 were played at Costello's at any time?

10 A. No.

11 Q. Do you have any idea what songs were
12 performed at Costello's on the evening of August 15,
13 2004?

14 A. No. May I ask a question?

15 MR. REIMER: Not generally.

16 Q. So you don't have any direct knowledge of
17 what compositions were performed at Costello's on
18 that particular evening?

19 A. No, I don't.

20 Q. Did you ever tell anyone from Costello's or
21 who was representing Costello's that you did have
22 any direct knowledge of the compositions that were
23 performed at Costello's on the night of August --

24 A. No.

EXHIBIT G

Volume I
Pages 1 to 53
Exhibits: 1

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN SECTION

- - - - -X
:
CHAPPELL & CO., INC., ET AL., :
Plaintiffs, :
:
vs. : Civil Action No.
:
COSTELLO'S TAVERN, INC., :
Defendant. :
:
- - - - -X

DEPOSITION OF MAURICE RUCKER, a witness
called on behalf of the Plaintiffs, taken pursuant
to the Federal Rules of Civil Procedure, before
Daniel P. Wolfe, Registered Professional Reporter
and Notary Public in and for the Commonwealth of
Massachusetts, at the Offices of Holland & Knight
LLP, 10 St. James Avenue, Boston, Massachusetts, on
Thursday, July 21, 2005, commencing at 9:15 a.m.

PRESENT:

Holland & Knight LLP
(by Stephen S. Young, Esq.)
10 St. James Avenue, Boston, MA 02116,
for the Plaintiffs.

Flaherty & Flaherty
(by Timothy Flaherty, Esq.)
43 Bowdoin Street, Boston, MA 02114,
for the Defendant.

Also present: Richard H. Reimer, Vice President
Legal Services, ASCAP
Matthew Griffin

1 Q. Yes. Something like that, anything. Any
2 of your posters, for example.

3 A. Yes. Someone was really a stickler about
4 putting posters up in the windows, so no. Because
5 he had this thing that he wanted people to be able
6 to see in the club, so there were never any posters
7 or anything in the windows, in the front of the
8 place to indicate. So it was word of mouth, posters
9 other places, and e-mails.

10 Q. Where did you put the posters?

11 A. Generally around Jamaica Plain. Like I
12 said, after a while it just became a known entity.

13 Q. During the time that these jams were taking
14 place, the blues jam and the jazz jam, they pretty
15 much went all year?

16 A. Yes.

17 Q. They weren't a seasonal type of event?

18 A. No.

19 Q. I am going to ask you some questions about
20 a particular date, the evening of Sunday, August 15,
21 2004.

22 A. I mean, you can.

23 Q. You don't have any knowledge of what went
24 on that particular night?

1 A. August 15, no. I have no idea.

2 Q. And you don't have any knowledge as to what
3 songs were performed at Costello's on that night?

4 A. No. Frankly, if I considered August 15 was
5 going to be a question, I would have given it more
6 thought. But I really -- no.

7 Q. Did you keep a list at any time of songs
8 that were played on the blues nights, Thursday
9 nights?

10 A. No.

11 Q. Did you keep a list at any time of songs
12 that were played on jazz jam night, Sunday nights?

13 A. No.

14 Q. So you don't have any list of what music
15 would have been performed on August 15, 2004, at
16 Costello's?

17 A. No.

18 Q. Have you ever seen such a list?

19 A. None.

20 Q. Are you familiar with the song "Darn That
21 Dream"?

22 A. No, I am not.

23 Q. Are you familiar with a song "A Foggy Day"?

24 A. Yes.

October 6, 2004

Mr. Matthew T. Griffin
Costello's Tavern, Inc.
Costello's
723 Centre St.
Jamaica Plain, MA 02130

Dear Mr. Griffin:

This letter is a final effort to resolve matters before litigation becomes necessary. This letter will also serve to correct all past correspondence.

I have reviewed this file and note that we have contacted you on numerous occasions by letters, personal visits, and telephone calls to offer you a license which would allow you to legally perform our members' copyrighted musical compositions. Despite our efforts, you have declined all offers of our license. As you remain unlicensed, I must remind you that the continued performances of our members' works at Costello's are unauthorized and constitute infringement of copyrights under the United States Copyright Law

We note that there has been a change in your operating policy. Your musical policy is reflected on the enclosed license agreement.

Enclosed is a CD-ROM containing a searchable list of ASCAP members and titles of many of the works in the ASCAP repertory. Instructions for accessing these lists are on the back of the CD-ROM case. If you desire additional information about ASCAP or our repertory or wish to know if specific compositions are included in our repertory you need only write us and we will answer your questions promptly. You can also visit ASCAP's web site at www.ascap.com for information on our members and repertory.

It is our desire to resolve this matter amicably, without the expense and inconvenience of litigation. Our settlement offer is \$3,659.14, a sum that represents fees you would have paid in the amount of \$3,452.55, had you been licensed through December 31, 2004 and ASCAP's out-of-pocket expenses in the amount of \$206.59. If you wish to proceed on this basis, please sign the enclosed license agreement and return it to me, with payment in this amount, to my attention.

If we have not received the signed license agreement and payment within seven (7) days from the date of this letter, our offer will be withdrawn and the matter will be referred to counsel.

Sincerely,

Dianne Ussery
Litigation Administrator

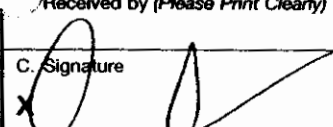
LGL1

Enclosures: License Agreement, Invoice, CD-ROM

CERTIFIED MAIL, RETURN RECEIPT REQUESTED (7003 2260 0005 5227 8094)

cc: Regular Mail

Matthew T. Griffin - c/o Costello's Tavern, Inc. - 732 Centre Street, Jamaica Plain, MA 02130

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>Received by (Please Print Clearly) 70-4</p>	
<p>1. Article Addressed to:</p> <p>Mr. Matthew T. Griffin Costello's Tavern, Inc. Costello's 723 Centre St. Jamaica Plain, MA 02130</p>		<p>C. Signature </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p><i>LGL1-10/6/04</i></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Copy from service label)</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>7003 2260 0005 5227 8094</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

American Society of Composers, Authors and Publishers

2690 Cumberland Parkway, Suite 490 Atlanta, GA 30339

INVOICE**Invoice Date:** October 6, 2004**Account No.:**Costello's Tavern, Inc.
723 Centre St.
Jamaica Plain, MA 02130**Re:** Costello's
723 Centre St.
Jamaica Plain, MA 02130**Billing Period:** 05/31/2001 - 12/31/2004

05/15/2001 - 12/31/2001 @ \$1,115.00 annual rate	\$ 696.88
01/01/2002 - 12/31/2002 @ \$1,139.00 annual rate	\$1,139.00
01/01/2003 - 04/30/2003 @ \$1,162.00 annual rate	\$ 387.33
05/01/2003 - 12/31/2003 @ \$ 898.00 annual rate	\$ 598.67
01/01/2004 - 04/30/2004 @ \$ 916.00 annual rate	\$ 305.33
05/01/2004 - 08/31/2004 @ \$ 620.00 annual rate	\$ 206.67
09/01/2004 - 12/31/2004 @ \$ 356.00 annual rate	\$ 118.67
Total Fees Due	\$3,452.55
ASCAP's out-of-pocket expenses	\$ 206.59
Total Due	\$3,659.14

The only credit cards ASCAP accepts are MasterCard and VISA.

Payment Amount: \$ _____

Check No.: _____ OR

Credit Card No.: _____ Exp. Date: _____ Visa _____ Mastercard _____

Name exactly as on card: _____

Signature: _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's Agreement with the Issuer.

Please return ALL PAGES of signed License Agreement with your payment.
License Fees are payable trimesterly, in advance.

Retain bottom portion for your records.

Invoice Date: 10/06/2004**Account No.:**Costello's Tavern, Inc.
723 Centre St.
Jamaica Plain, MA 02130**Re:** Costello's
723 Centre St.
Jamaica Plain, MA 02130**Billing Period:** 05/31/2001 - 12/31/2004

05/15/2001 - 12/31/2001 @ \$1,115.00 annual rate	\$ 696.88
01/01/2002 - 12/31/2002 @ \$1,139.00 annual rate	\$1,139.00
01/01/2003 - 04/30/2003 @ \$1,162.00 annual rate	\$ 387.33
05/01/2003 - 12/31/2003 @ \$ 898.00 annual rate	\$ 598.67
01/01/2004 - 04/30/2004 @ \$ 916.00 annual rate	\$ 305.33
05/01/2004 - 08/31/2004 @ \$ 620.00 annual rate	\$ 206.67

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS
2690 Cumberland Parkway, Suite 490 Atlanta, GA 30339
(770) 805-3400 Fax: (770) 805-3410

09/01/2004 - 12/31/2004 @ 56.00 annual rate	\$ 118.67
Total Fees Due	\$3,452.55
ASCAP's out-of-pocket expenses	\$ 206.59
Total Due	\$3,659.14

**GENERAL LICENSE AGREEMENT - RESTAURANTS, TAVERNS,
NIGHTCLUBS, AND SIMILAR ESTABLISHMENTS**

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"),
located at

2690 Cumberland Parkway, Suite 490
Atlanta, GA 30339-3913

and Costello's Tavern, Inc.

("LICENSEE"), located at

723 Centre St.
Jamaica Plain, MA 02130

as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term of one year, commencing 09/01/2004, and continuing thereafter for additional terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly at

Costello's
723 Centre St.
Jamaica Plain, MA 02130

("the premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of SOCIETY, and of which SOCIETY shall have the right to license such performing rights.

(b) This license authorizes performances by means of "jukebox(es)" as defined in the Rate Schedule attached to and made a part of this Agreement.

(c) This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(d) Either party may, on or before thirty days prior to the end of the initial term or any renewal term, give notice of termination to the other. If such notice is given the Agreement shall terminate on the last day of such initial or renewal term.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(c)" hereof, and is limited to the LICENSEE and to the premises.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in SOCIETY's repertory to persons outside of the premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the premises.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

(iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;

(iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

3. License Fees and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof, based on "LICENSEE's Operating Policy." The term "LICENSEE's Operating Policy" shall mean all of the factors which determine the license fee applicable to the premises under the Rate Schedule.

(b) LICENSEE warrants that the Statement of LICENSEE's Operating Policy attached to and made a part of this Agreement is true and correct as of the date hereof.

(c) The current applicable license fee for the premises is \$356.00 annually, based on the factors set forth in the Statement of LICENSEE's Operating Policy.

(d) LICENSEE agrees to pay SOCIETY the license fee due hereunder in installments of one-third the applicable annual fee in advance on or before January 1, May 1 and September 1 of each year provided, however, that if LICENSEE does not otherwise owe SOCIETY any fees under this or any prior license agreement, and if LICENSEE pays the full annual fee on or before January 31st of any year, the applicable license fee for that year shall be reduced by 20%.

(e) LICENSEE agrees to pay SOCIETY a \$25 service charge for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to SOCIETY.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by 30 days or more, LICENSEE agrees to pay a finance charge on the license fees due of 1 1/2 % per month, or the maximum rate permitted by the law of the state in which the premises licensed hereunder are located, whichever is less, from the date such license fees became due.

(g) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and:

- (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and
- (ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE agrees to pay to SOCIETY the full amount of such tax.

4. Changes in LICENSEE's Operating Policy

(a) LICENSEE agrees to give SOCIETY thirty days prior written notice of any change in LICENSEE's Operating Policy. For purposes of this Agreement, a change in LICENSEE's Operating Policy shall be one in effect for at least thirty days.

(b) Upon any change in LICENSEE's Operating Policy resulting in an increase in the license fee, based on the annexed Rate Schedule, LICENSEE agrees to pay SOCIETY the increased license fee, effective as of the initial date of such change, whether or not written notice of such change has been given pursuant to subparagraph "4(a)" hereof.

(c) Upon any change in LICENSEE's Operating Policy resulting in a reduction in the license fee, based on the annexed Rate Schedule, LICENSEE shall be entitled to the reduction, effective as of the initial date of such change, and to a *pro rata* credit for any unearned license fees paid in advance, provided LICENSEE has given SOCIETY thirty days prior written notice of such change. If LICENSEE fails to give SOCIETY thirty days prior written notice, any reduction and credit shall be effective thirty days after LICENSEE gives SOCIETY written notice of the change.

(d) Within thirty days of any change in LICENSEE's Operating Policy, LICENSEE shall furnish to SOCIETY a current Statement of LICENSEE's Operating Policy and shall certify that it is true and correct.

(e) If LICENSEE discontinues the performance of music at the premises, LICENSEE or SOCIETY may terminate this Agreement upon thirty days notice, the termination to be effective at the end of the thirty day period. In the event of such termination, SOCIETY shall refund to LICENSEE a *pro rata* share of any unearned license fees paid in advance. For purposes of this Agreement, a discontinuance of music shall be one in effect for no less than thirty days.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may terminate this license by giving LICENSEE thirty days notice to cure the breach or default, and in the event that it has not been cured within the thirty day period, this license shall terminate on the expiration of that period without further notice from SOCIETY to LICENSEE.

6. Interference in SOCIETY's Operations

In the event of:

(a) any major interference with the operations of SOCIETY in the state, territory, dependency, possession or political subdivision in which LICENSEE is located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(b) any substantial increase in the cost to SOCIETY of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights, SOCIETY shall have the right to terminate this Agreement forthwith by written notice and shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

All notices required or permitted to be given by either party to the other hereunder shall be duly and properly given if:

(a) mailed to the other party by registered or certified United States Mail; or

(b) sent by electronic transmission (i.e., Mailgram, facsimile or similar transmission); or

(c) sent by generally recognized same-day or overnight delivery service, addressed to the party at the address stated above. Each party agrees to inform the other of any change of address.

IN WITNESS WHEREOF, this Agreement has been duly executed by SOCIETY and LICENSEE,
this day of , 20 .

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

COSTELLO'S TAVERN, INC.

LICENSEE

by _____

by _____

TITLE

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)

Statement of Operating Policy

Costello's

Costello's Tavern, Inc.

Premise Address: 723 Centre St. City, State Zip: Jamaica Plain, MA 02130 Phone: Bar: 617-522-9263/Kitchen: 617-522-5885 Main Contact: Mr. Matthew T. Griffin Role: Phone: Bar: 617-522-9263/Kitchen: 617-522-5885	Mailing Address: 723 Centre St. City, State Zip: Jamaica Plain, MA 02130 Fax: Account No.: ALM: Steve Delongchamp TLM: Steve Delongchamp District: Northeast
--	---

Room Number: 1 Rate Start Date: 09/01/2004 Rate End Date: Charge Frequency: Annual Months of Operation: to Seating Capacity: 70 Fire Capacity:	Supplier's Name: Mechanical Music: No Jukebox: Licensed by JLO? Yes JB Vendor Name: Allied Amusements, Inc. Vendor /Owner: Vendor Music On Hold: No Exception: No Total Rate: \$356.00
---	---

Policy Chart

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Live:	Orch						
Mech :							
A/V:							
V1:							
V2:							
V3:							

Audio Number of Speakers: 0 Type Of Speakers: Square Footage: Receiver Location: Wiring: Paging Capability?	Audio/Video Number of Units: 0 Size of each Unit: Size Of Screen: Projection: Self-Contained Speakers? Extension Speaker? VCR Present? Type Of Programming?
--	--

May 11, 2004

Mr. Matthew T. Griffin
Costello's Tavern, Inc.
Costello's
723 Centre St.
Jamaica Plain, MA 02130

Dear Mr. Griffin:

In reviewing the file for the above establishment, I note that ASCAP has been attempting to secure a license agreement for the use of our members' copyrighted musical compositions.

ASCAP's file for Costello's shows that we have repeatedly advised you, by letters and visits, of your liability under the United States Copyright Law for infringing performances of our members' copyrighted musical compositions. We have also repeatedly offered you a license agreement which would enable you to perform our members' works lawfully. Despite our efforts, you remain unlicensed and you have persisted in willfully infringing on our members' copyrights.

The license agreements enclosed in our voluminous correspondence have been inclusive of the following entertainment policies and respective time periods:

May 15, 2001 through December 31, 2001:

- 150 seats
- Band and cover charge two nights per week (Fr and Sat)
- CD's seven nights per week
- Rate: \$1115.00

January 1, 2002 through December 31, 2002:

- 150 seats
- Band and cover charge two nights per week (Fr and Sat)
- CD's seven nights per week
- Rate: \$1139.00

January 1, 2003 through April 30, 2003:

- 150 seats
- Band and cover charge two nights per week (Fr and Sat)
- CD's seven nights per week
- Rate: \$1162.00

May 1, 2003 through December 31, 2003:

- 70 seats

- Band - three nights per week (Sun, Th, and Sat)
- CD's and dancing/disc jockey - one night per week (Fr)
- Rate: \$898.00

January 1, 2004 through April 30, 2004:

- 70 seats
- Band - three nights per week (Sun, Th, and Sat)
- CD's and dancing/disc jockey - one night per week (Fr) *Same*
- Rate: \$916.00

May 1, 2004 to present:

- 70 seats
- Band - one night per week (Sunday)
- Jukebox (no Jukebox License Office Certificate)
- Rate: \$620.00

If these polices and time periods are incorrect, please advise and we will make the necessary adjustments.

Enclosed is a CD-ROM containing a searchable list of ASCAP members and titles of many of the works in the ASCAP repertory. Instructions for accessing these lists are on the back of the CD-ROM case. If you desire additional information about ASCAP or our repertory or wish to know if specific compositions are included in our repertory you need only write us and we will answer your questions promptly. You can also visit ASCAP's web site at www.ascap.com for information on our members and repertory.

Before referring this matter to our attorneys, we are offering you the opportunity to avoid the expense of litigation by securing an ASCAP license.

To resolve this matter amicably, please sign and return the enclosed license agreement, together with payment as indicated on the enclosed invoice. Upon receipt, an executed copy of the license agreement will be returned to you for your files.

Until you are licensed, we must again remind you that unauthorized performances of our members' copyrighted musical compositions constitute infringements of copyright under the United States Copyright Law. If we have not received a signed license agreement and payment within fifteen (15) days, you will leave us with no alternative but to refer this matter to our attorneys.

Sincerely,

Dean Demerritt
Director of Licensing - SE Region

Final-PR

Enclosure: License Agreement, Invoice, CD-ROM

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

cc: Regular Mail

1. Article Addressed to:

Mr. Matthew T. Griffin
 Costello's Tavern, Inc.
 723 Centre St.
 Jamaica Plain MA 02130

2. Article Number
 (Transfer from services label)

7003 1680 0004 9358 9771

3. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

4. Print your name and address on the reverse so that we can return the card to you.

5. Attach this card to the back of the mailpiece, or on the front if space permits.

6. Article Addressed to:

Mr. Matthew T. Griffin
 Costello's Tavern, Inc.
 723 Centre St.
 Jamaica Plain MA 02130

7. Article Number
 (Transfer from services label)

7003 1680 0004 9358 9771

8. PS Form 3871, August 2000

American Society of Composers, Authors and Publishers

2690 Cumberland Parkway, Suite 490 Atlanta, GA 30339

INVOICE

Invoice Date: May 11, 2004

Account No.:

Costello's Tavern, Inc.
723 Centre St.
Jamaica Plain, MA 02130

Re: Costello's
723 Centre St.
Jamaica Plain, MA 02130

Billing Period: 05/15/01 - 12/31/01 @ \$1,115.00 = \$696.00
01/01/02 - 12/31/02 @ \$1,349.00 = \$1,139.00
01/01/03 - 04/30/03 @ \$1,162.00 = \$387.00
05/01/03 - 12/31/03 @ \$898.00 = \$598.67
01/01/04 - 04/30/04 @ \$916.00 = \$305.32
05/01/04 - 12/31/04 @ \$620.00 = \$413.33

Total \$3,539.32

The only credit cards ASCAP accepts are MasterCard and VISA.

Payment Amount: \$ _____

Check No.: _____ OR

Credit Card No.: _____ Exp. Date: _____ Visa _____ Mastercard _____

Name exactly as on card: _____

Signature: _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's Agreement with the Issuer.

Please return ALL PAGES of signed License Agreement with your payment.

License Fees are payable trimesterly, in advance.

Retain bottom portion for your records.

Invoice Date: 05/11/2004

Account No.:

Costello's Tavern, Inc.
723 Centre St.
Jamaica Plain, MA 02130

Re: Costello's
723 Centre St.
Jamaica Plain, MA 02130

Billing Period: 05/15/01 - 12/31/01 @ \$1,115.00 = \$696.00
01/01/02 - 12/31/02 @ \$1,349.00 = \$1,139.00
01/01/03 - 04/30/03 @ \$1,162.00 = \$387.00
05/01/03 - 12/31/03 @ \$898.00 = \$598.67
01/01/04 - 04/30/04 @ \$916.00 = \$305.32

AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS
2690 Cumberland Parkway, Suite 490 Atlanta, GA 30339
(770) 805-3400 Fax: (770) 805-3410

05/01/04 - 12/31/04 @ \$620.00 = \$413.33

Total \$3,539.32

GENERAL LICENSE AGREEMENT - RESTAURANTS, TAVERNS, NIGHTCLUBS, AND SIMILAR ESTABLISHMENTS

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"),

located at

2690 Cumberland Parkway, Suite 490
Atlanta, GA 30339-3913

and Costello's Tavern, Inc.

("LICENSEE"), located at

723 Centre St.
Jamaica Plain, MA 02130

as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term of one year, commencing 05/01/2004, and continuing thereafter for additional terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly at

Costello's
723 Centre St.
Jamaica Plain, MA 02130

("the premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of SOCIETY, and of which SOCIETY shall have the right to license such performing rights.

(b) This license authorizes performances by means of "jukebox(es)" as defined in the Rate Schedule attached to and made a part of this Agreement.

(c) This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(d) Either party may, on or before thirty days prior to the end of the initial term or any renewal term, give notice of termination to the other. If such notice is given the Agreement shall terminate on the last day of such initial or renewal term.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(c)" hereof, and is limited to the LICENSEE and to the premises.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in SOCIETY's repertory to persons outside of the premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the premises.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

3. License Fees and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof, based on "LICENSEE's Operating Policy." The term "LICENSEE's Operating Policy" shall mean all of the factors which determine the license fee applicable to the premises under the Rate Schedule.

(b) LICENSEE warrants that the Statement of LICENSEE's Operating Policy attached to and made a part of this Agreement is true and correct as of the date hereof.

(c) The current applicable license fee for the premises is \$620.00 annually, based on the factors set forth in the Statement of LICENSEE's Operating Policy.

(d) LICENSEE agrees to pay SOCIETY the license fee due hereunder in installments of one-third the applicable annual fee in advance on or before January 1, May 1 and September 1 of each year provided, however, that if LICENSEE does not otherwise owe SOCIETY any fees under this or any prior license agreement, and if LICENSEE pays the full annual fee on or before January 31st of any year, the applicable license fee for that year shall be reduced by 20%.

(e) LICENSEE agrees to pay SOCIETY a \$25 service charge for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to SOCIETY.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by 30 days or more, LICENSEE agrees to pay a finance charge on the license fees due of 1 1/2 % per month, or the maximum rate permitted by the law of the state in which the premises licensed hereunder are located, whichever is less, from the date such license fees became due.

(g) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and:

- (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and
- (ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE agrees to pay to SOCIETY the full amount of such tax.

4. Changes in LICENSEE's Operating Policy

(a) LICENSEE agrees to give SOCIETY thirty days prior written notice of any change in LICENSEE's Operating Policy. For purposes of this Agreement, a change in LICENSEE's Operating Policy shall be one in effect for at least thirty days.

(b) Upon any change in LICENSEE's Operating Policy resulting in an increase in the license fee, based on the annexed Rate Schedule, LICENSEE agrees to pay SOCIETY the increased license fee, effective as of the initial date of such change, whether or not written notice of such change has been given pursuant to subparagraph "4(a)" hereof.

(c) Upon any change in LICENSEE's Operating Policy resulting in a reduction in the license fee, based on the annexed Rate Schedule, LICENSEE shall be entitled to the reduction, effective as of the initial date of such change, and to a *pro rata* credit for any unearned license fees paid in advance, provided LICENSEE has given SOCIETY thirty days prior written notice of such change. If LICENSEE fails to give SOCIETY thirty days prior written notice, any reduction and credit shall be effective thirty days after LICENSEE gives SOCIETY written notice of the change.

(d) Within thirty days of any change in LICENSEE's Operating Policy, LICENSEE shall furnish to SOCIETY a current Statement of LICENSEE's Operating Policy and shall certify that it is true and correct.

(e) If LICENSEE discontinues the performance of music at the premises, LICENSEE or SOCIETY may terminate this Agreement upon thirty days notice, the termination to be effective at the end of the thirty day period. In the event of such termination, SOCIETY shall refund to LICENSEE a *pro rata* share of any unearned license fees paid in advance. For purposes of this Agreement, a discontinuance of music shall be one in effect for no less than thirty days.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may terminate this license by giving LICENSEE thirty days notice to cure the breach or default, and in the event that it has not been cured within the thirty day period, this license shall terminate on the expiration of that period without further notice from SOCIETY to LICENSEE.

6. Interference in SOCIETY's Operations

In the event of:

(a) any major interference with the operations of SOCIETY in the state, territory, dependency, possession or political subdivision in which LICENSEE is located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(b) any substantial increase in the cost to SOCIETY of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights, SOCIETY shall have the right to terminate this Agreement forthwith by written notice and shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

All notices required or permitted to be given by either party to the other hereunder shall be duly and properly given if:

(a) mailed to the other party by registered or certified United States Mail; or

(b) sent by electronic transmission (i.e., Mailgram, facsimile or similar transmission); or

(c) sent by generally recognized same-day or overnight delivery service, addressed to the party at the address stated above. Each party agrees to inform the other of any change of address.

IN WITNESS WHEREOF, this Agreement has been duly executed by SOCIETY and LICENSEE,
this day of , 20 .

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

COSTELLO'S TAVERN, INC.

LICENSEE

by _____

by _____

TITLE

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



A S C A P

RATE SCHEDULE **LICENSE FEES FOR CALENDAR YEAR 2004**

This Rate Schedule applies to Bars, Grills, Taverns, Restaurants, Lounges, Supper Clubs, Night Clubs, Ballrooms, Dance Clubs, Discos, Piano Bars, Cabarets, Roadhouses and similar establishments.

SEATING (A) CAPACITY		NUMBER OF DAYS PER WEEK	LIVE MUSIC - SINGLE INSTRUMENTALIST						LIVE MUSIC - TWO OR MORE INSTRUMENTALISTS						NO LIVE MUSIC					
			BASE RATE	No. of Variables (B)			Audio- Only (C) Mech. Music ADD	AV (D) with or without Audio- Only (C) Mech. Music ADD	BASE RATE	No. of Variables (E)			Audio- Only (C) Mech. Music ADD	AV (D) with or without Audio- Only (C) Mech. Music ADD	BASE RATE	Audio Only (C) Mech. Music No. of Variables (F)		BASE RATE	AV (D) with or without Audio Only Mech. Music No. of Variables (F)	
				(1)	(2)	(3)				(1)	(2)	(3)				(1)	(2)		(1)	(2)
75 & under	1	269	356	473	635	103	158	356	473	635	847	103	158	244	356	473	362	536	711	
	2-3	371	490	651	871	135	203	534	712	949	1261	135	203	269	490	651	404	735	978	
	4-7	456	608	814	1097	162	246	712	949	1261	1690	162	246	296	608	814	445	914	1222	
76-150	1	356	473	635	846	149	222	473	635	846	1128	149	222	349	473	635	522	711	957	
	2-3	534	712	949	1261	192	291	712	949	1261	1690	192	291	389	712	949	581	1069	1420	
	4-7	712	949	1261	1690	237	354	949	1261	1690	2254	237	354	429	949	1261	641	1420	1892	
151-225	1	473	635	846	1130	192	291	635	846	1128	1512	192	291	454	635	846	681	957	1272	
	2-3	712	949	1261	1690	253	381	961	1272	1707	2265	253	381	506	949	1261	760	1420	1892	
	4-7	949	1261	1690	2254	312	469	1272	1707	2265	3024	312	469	556	1261	1690	836	1892	2535	
226-300	1	589	788	1051	1405	237	354	799	1066	1421	1896	237	354	562	788	1051	842	1180	1573	
	2-3	893	1185	1586	2119	312	469	1202	1601	2136	2845	312	469	623	1185	1586	935	1781	2379	
	4-7	1185	1586	2119	2818	389	581	1601	2136	2845	3796	389	581	687	1586	2103	1029	2379	3155	
301-375	1	712	949	1261	1690	281	420	961	1289	1718	2286	281	420	666	949	1261	998	1420	1892	
	2-3	1066	1421	1896	2530	371	557	1455	1932	2579	3421	371	557	739	1421	1896	1107	2136	2845	
	4-7	1421	1896	2530	3362	456	687	1932	2563	3421	4555	456	687	810	1896	2530	1219	2845	3796	
376-450	1	834	1112	1481	1973	326	489	1128	1497	2001	2669	326	489	773	1112	1481	1162	1671	2221	
	2-3	1244	1673	2210	2949	435	650	1690	2254	3008	3999	435	650	857	1659	2210	1288	2486	3315	
	4-7	1659	2227	2949	3929	534	799	2254	3008	3999	5338	534	799	943	2227	2949	1416	3338	4423	
451-525	1	834	1112	1481	1973	326	489	1289	1718	2297	3052	371	557	884	1261	1707	1327	1892	2561	
	2-3	1244	1673	2210	2949	435	650	1940	2579	3441	4585	490	735	980	1896	2563	1469	2845	3846	
	4-7	1659	2227	2949	3929	534	799	2579	3441	4582	6107	608	914	1079	2520	3408	1617	3783	5112	
526-600	1	834	1112	1481	1973	326	489	1455	1940	2579	3441	412	619	987	1405	1932	1481	2107	2896	
	2-3	1244	1673	2210	2949	435	650	2181	2906	3867	5159	548	823	1097	2119	2892	1646	3180	4333	
	4-7	1659	2227	2949	3929	534	799	2906	3867	5159	6879	680	1020	1206	2818	3856	1808	4230	5784	
601-675	1	834	1112	1481	1973	326	489	1616	2148	2873	3823	456	687	1092	1556	2148	1640	2335	3222	
	2-3	1244	1673	2210	2949	435	650	2430	3232	4312	5737	608	914	1216	2342	3232	1818	3514	4850	
	4-7	1659	2227	2949	3929	534	799	3232	4312	5737	7646	754	1132	1336	3116	4302	2007	4673	6448	
676-750	1	834	1112	1481	1973	326	489	1777	2369	3157	4211	506	760	1200	1707	2369	1800	2561	3554	
	2-3	1244	1673	2210	2949	435	650	2669	3553	4745	6315	669	1006	1333	2563	3553	2000	3846	5331	
	4-7	1659	2227	2949	3929	534	799	3553	4745	6315	8417	834	1247	1465	3408	4745	2200	5112	7115	
751 & over	1	834	1112	1481	1973	326	489	1777	2369	3157	4211	548	823	1309	1852	2593	1963	2780	3890	
	2-3	1244	1673	2210	2949	435	650	2669	3553	4745	6315	726	1090	1455	2784	3902	2182	4178	5850	
	4-7	1659	2227	2949	3929	534	799	3553	4745	6315	8417	907	1358	1600	3705	5190	2399	5558	7785	

(A) "Seating Capacity" for ballrooms, dance clubs, discos and similar operations means the total allowable occupancy of the premises similar regulations, and shall not be limited to the total number of available seats, provided that if no such local fire or similar regulations are in effect, then "seating capacity" means 10 people per 100 square feet or portion thereof of the room(s) in which music is performed.

(B) **VARIABLES (Applicable to single instrumentalist)**

- Show or act(s) or vocalist(s).
- Admission, minimum, cover, entertainment or similar charge.
- Alternate or relief music (live) by a single instrumentalist. Music provided solely at the time of the show or act(s) shall not be deemed to be alternate or relief music.

(C) "Mechanical Music Audio-Only" means performances other than by live musicians, e.g., records, tapes, compact discs, karaoke, or similar media or by a radio-over-loudspeaker system licensable under the United States Copyright Law, but shall not include music presented by means of a music-on-hold telephone system or a jukebox (as hereinafter defined).

(D) "Mechanical Music Audio-Visual" means performances such as, for example, by means of large screen television, multiple televisions, laser discs, video tapes, karaoke with video, or video jukeboxes licensable under the United States Copyright Law. If performances are presented by both audio-only and audio-visual mechanical means, add only the applicable additional fee specified for "mechanical music audio-visual".

(E) **VARIABLES (Applicable to two or more instrumentalists)**

- Show or act(s).
- Admission, minimum, cover, entertainment or similar charge.
- Alternate or relief music (live) by any instrumentalist(s). Music provided solely at the time of the show or act(s) shall not be deemed to be alternate or relief music.

(F) **VARIABLES (Applicable when there is no live music, to audio-only and audio-visual mechanical music)**

- Admission, minimum, cover, entertainment or similar charge.
- Dancing (patrons or performers), show or act(s) (including disc jockey, video jockey or master of ceremonies)

FEE FOR PERFORMANCES BY MEANS OF JUKEBOX(ES)

For purposes of this Agreement, a "jukebox" is a machine or device that is (i) employed solely for the non-dramatic performance of musical works by means of phonorecords, compact discs or similar medium and which is activated by insertion of coins, currency, tokens, or other monetary units or their equivalent; (ii) is located in an establishment making no direct or indirect charge for admission; (iii) is accompanied by a list of the titles of all musical works available for performance on the jukebox, which list is affixed to the jukebox or posted in the establishment in a prominent position where it can be readily examined by the public; (iv) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located; and (v) for which neither a compulsory license nor a license from the Jukebox License Office nor a license from SOCIETY other than this license is in effect. For purposes of this Agreement, the term "jukebox" does not include devices commonly known as "video jukeboxes," or any other audio-visual devices.

For performances given by means of jukebox(es), the annual license fee shall be \$264 per jukebox.

FEE FOR PERFORMANCES BY MEANS OF MUSIC-ON-HOLD TELEPHONE SYSTEM

For performances given by means of a music-on-hold telephone system at the premises, the annual license fee shall be \$199.

COMPUTATION OF FEE FOR MIXED POLICIES

1. Compute fee for the higher policy for the number of days/nights that the higher policy is in effect. The higher policy is the policy which generates the highest fee for any one day/night. If the higher policy is in effect for four or more days/nights per week, stop here: your fee is the fee for the higher policy. If the higher policy is in effect for fewer than four days/nights per week, continue with steps 2 through 6 below to complete the computation of the fee for your mixed policy.
2. Note total number of days/nights entertainment is provided.
3. Compute fee for the lower policy using the total number of days/nights entertainment is provided under both the higher and lower policies.
4. Compute fee for the lower policy using the number of days/nights the higher policy is in effect.
5. Subtract fee computed in step 4 from fee computed in step 3.
6. Add fee computed in step 1 to fee computed in step 5 for total fee.

SEASONAL FEES

For seasonal licensees, the fees for periods up to four months of operation are 1/2 the annual license fee; for each additional month the fee is 1/12 the annual license fee. The seasonal license fee will in no case be more than the annual license fee.

FEES FOR OCCASIONAL PERFORMANCES

For policies in effect for any three or fewer days/nights per month, the fee is the applicable annual fee for the highest of such policies as if such highest policy were in effect for one day/night per week. For policies in effect for any six or fewer days/nights per calendar year, the fee is 1/3 the applicable annual fee for the highest of such policies as if such highest policy were in effect for one day/night per week.

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2005 AND THEREAFTER

The annual license fee for each calendar year commencing 2005 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October.

Statement of Operating Policy

Costello's

Costello's Tavern, Inc.

Premise Address: 723 Centre St. City, State Zip: Jamaica Plain, MA 02130 Phone: Bar: 617-522-9263/Kitchen: 617-522-5885 Main Contact: Mr. Matthew T. Griffin Role: Phone: Bar: 617-522-9263/Kitchen: 617-522-5885	Mailing Address: 723 Centre St. City, State Zip: Jamaica Plain, MA 02130 Fax: Account No.: ALM: Steve Delongchamp TLM: Steve Delongchamp District: Northeast
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Room Number: 1 Rate Start Date: 05/01/2004 Rate End Date: Charge Frequency: Annual Months of Operation: to Seating Capacity: 70 Fire Capacity:	Supplier's Name: Mechanical Music: No Jukebox: Licensed by JLO? No JB Vendor Name: Allied Amusements, Inc. Vendor /Owner: Vendor Music On Hold: No Exception: No Total Rate: \$620.00
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Policy Chart

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Live:	Orch						
Mech :							
A/V:							
V1:							
V2:							
V3:							

Audio Number of Speakers: 0 Type Of Speakers: Square Footage: Receiver Location: Wiring: Paging Capability?	Audio/Video Number of Units: 0 Size of each Unit: Size Of Screen: Projection: Self-Contained Speakers? Extension Speaker? VCR Present?
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June 12, 2003

Mr. Matthew T. Griffin
Costello's Tavern, Inc.
Costello's
723 Centre St.
Jamaica Plain, MA 02130

Dear Mr. Griffin:

You have not signed and returned our license agreement that would authorize the performance of copyrighted music owned by ASCAP members.

We have recently written to you about the need for our license, and our representative has also spoken to you about this matter. As you know, unlicensed performances of copyrighted music are in violation of the United States Copyright Law.

We note that there has been a change in your operating policy. Your musical policy is reflected on the enclosed license agreement.

Please sign the enclosed copy of the license agreement and return it to this office, together with payment of fees, as indicated on the enclosed invoice. Upon receipt, an executed copy of the license agreement will be returned for your records.

Sincerely,

Steve DeLongchamp
1-800-492-7227, Ext. 56

RCL

Enc: License Agreement, Invoice

American Society of Composers, Authors and Publishers

2690 Cumberland Parkway, Suite 490 Atlanta, GA 30339

INVOICE

Invoice Date: June 12, 2003

Account No.:

Costello's Tavern, Inc.
723 Centre St.
Jamaica Plain, MA 02130

Re: Costello's
723 Centre St.
Jamaica Plain, MA 02130

Billing Period: 05/15/2001 through 12/31/2003: Total Due = \$ 2,821.88

05/15/2001-12/31/2001 @ \$1,115.00 annual rate = \$ 696.88

01/01/2002-12/31/2002 @ \$1,139.00 annual rate = \$1,139.00

01/01/2003-04/30/2003 @ \$1,162.00 annual rate = \$ 387.33

05/01/2003-12/31/2003 @ \$ 898.00 annual rate = \$ 598.67

The only credit cards ASCAP accepts are MasterCard and VISA.

Payment Amount: \$ _____

Check No.: _____ OR

Credit Card No.: _____ Exp. Date: _____ Visa _____ Mastercard _____

Name exactly as on card: _____

Signature: _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's Agreement with the Issuer.

Please return ALL PAGES of signed License Agreement with your payment.

License Fees are payable trimesterly, in advance; retain bottom portion for your records.

Invoice Date: 06/12/2003

Account No.:

Costello's Tavern, Inc.
723 Centre St.
Jamaica Plain, MA 02130

Re: Costello's
723 Centre St.
Jamaica Plain, MA 02130

Billing Period: 05/15/2001 through 12/31/2003: Total Due = \$ 2,821.88

05/15/2001-12/31/2001 @ \$1,115.00 annual rate = \$ 696.88

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01/01/2003-04/30/2003 @ \$1,162.00 annual rate = \$ 387.33

05/01/2003-12/31/2003 @ \$ 898.00 annual rate = \$ 598.67

Statement of Operating Policy

Costello's

Costello's Tavern, Inc.

Premise Address:	723 Centre St.	Mailing Address:	723 Centre St.
City, State Zip:	Jamaica Plain, MA 02130	City, State Zip:	Jamaica Plain, MA 02130
Phone:	Bar: 617-522-9263/Kitchen: 617-522-5885	Fax:	
Main Contact:	Mr. Matthew T. Griffin	Account No.:	
Role:		ALM:	Steve Delongchamp
Phone:	Bar: 617-522-9263/Kitchen: 617-522-5885	TLM:	Steve Delongchamp
		District:	

Room Number:	1	Supplier's Name:	
Rate Start Date:	05/01/2003	Mechanical Music:	No
Rate End Date:		Jukebox:	
Charge Frequency:	Annual	Licensed by JLO?	No
Months of Operation:	to	JB Vendor Name:	
Seating Capacity:	70	Vendor /Owner:	Vendor
Fire Capacity:		Music On Hold:	No
		Exception:	No
		Total Rate:	\$898.00

Policy Chart

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Live:	Orch				Orch		Orch
Mech :						CD	
A/V:							
V1:						Dance/DJ	
V2:							
V3:							

Audio Number of Speakers: 0 Type Of Speakers: Square Footage: Receiver Location: Wiring: Paging Capability?	Audio/Video Number of Units: 0 Size of each Unit: Size Of Screen: Projection: Self-Contained Speakers? Extension Speaker? VCR Present?
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GENERAL LICENSE AGREEMENT - RESTAURANTS, TAVERNS, NIGHTCLUBS, AND SIMILAR ESTABLISHMENTS

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"),
located at

2690 Cumberland Parkway, Suite 490
Atlanta, GA 30339-3913

and Costello's Tavern, Inc.

("LICENSEE"), located at

723 Centre St.
Jamaica Plain, MA 02130

as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term of one year, commencing 05/01/2003, and continuing thereafter for additional terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly at

Costello's
723 Centre St.
Jamaica Plain, MA 02130

("the premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of SOCIETY, and of which SOCIETY shall have the right to license such performing rights.

(b) This license authorizes performances by means of "jukebox(es)" as defined in the Rate Schedule attached to and made a part of this Agreement.

(c) This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(d) Either party may, on or before thirty days prior to the end of the initial term or any renewal term, give notice of termination to the other. If such notice is given the Agreement shall terminate on the last day of such initial or renewal term.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(c)" hereof, and is limited to the LICENSEE and to the premises.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in SOCIETY's repertory to persons outside of the premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the premises.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

(iii) performance of one or more musical compositions as part of a story plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;

(iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

3. License Fees and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof, based on "LICENSEE's Operating Policy." The term "LICENSEE's Operating Policy" shall mean all of the factors which determine the license fee applicable to the premises under the Rate Schedule.

(b) LICENSEE warrants that the Statement of LICENSEE's Operating Policy attached to and made a part of this Agreement is true and correct as of the date hereof.

(c) The current applicable license fee for the premises is \$898.00 annually, based on the factors set forth in the Statement of LICENSEE's Operating Policy.

(d) LICENSEE agrees to pay SOCIETY the license fee due hereunder in installments of one-third the applicable annual fee in advance on or before January 1, May 1 and September 1 of each year provided, however, that if LICENSEE does not otherwise owe SOCIETY any fees under this or any prior license agreement, and if LICENSEE pays the full annual fee on or before January 31st of any year, the applicable license fee for that year shall be reduced by 20%.

(e) LICENSEE agrees to pay SOCIETY a \$25 service charge for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to SOCIETY.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by 30 days or more, LICENSEE agrees to pay a finance charge on the license fees due of 1 1/2 % per month, or the maximum rate permitted by the law of the state in which the premises licensed hereunder are located, whichever is less, from the date such license fees became due.

(g) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and:

(i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and

(ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE agrees to pay to SOCIETY the full amount of such tax.

4. Changes in LICENSEE's Operating Policy

(a) LICENSEE agrees to give SOCIETY thirty days prior written notice of any change in LICENSEE's Operating Policy. For purposes of this Agreement, a change in LICENSEE's Operating Policy shall be one in effect for at least thirty days.

(b) Upon any change in LICENSEE's Operating Policy resulting in an increase in the license fee, based on the annexed Rate Schedule, LICENSEE agrees to pay SOCIETY the increased license fee, effective as of the initial date of such change, whether or not written notice of such change has been given pursuant to subparagraph "4(a)" hereof.

(c) Upon any change in LICENSEE's Operating Policy resulting in a reduction in the license fee, based on the annexed Rate Schedule, LICENSEE shall be entitled to the reduction, effective as of the initial date of such change, and to a *pro rata* credit for any unearned license fees paid in advance, provided LICENSEE has given SOCIETY thirty days prior written notice of such change. If LICENSEE fails to give SOCIETY thirty days prior written notice, any reduction and credit shall be effective thirty days after LICENSEE gives SOCIETY written notice of the change.

(d) Within thirty days of any change in LICENSEE's Operating Policy, LICENSEE shall furnish to SOCIETY a current Statement of LICENSEE's Operating Policy and shall certify that it is true and correct.

(e) If LICENSEE discontinues the performance of music at the premises, LICENSEE or SOCIETY may terminate this Agreement upon thirty days notice, the termination to be effective at the end of the thirty day period. In the event of such termination, SOCIETY shall refund to LICENSEE a *pro rata* share of any unearned license fees paid in advance. For purposes of this Agreement, a discontinuance of music shall be one in effect for no less than thirty days.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may terminate this license by giving LICENSEE thirty days notice to cure the breach or default, and in the event that it has not been cured within the thirty day period, this license shall terminate on the expiration of that period without further notice from SOCIETY to LICENSEE.

6. Interference in SOCIETY's Operations

In the event of:

(a) any major interference with the operations of SOCIETY in the state, territory, dependency, possession or political subdivision in which LICENSEE is located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(b) any substantial increase in the cost to SOCIETY of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights, SOCIETY shall have the right to terminate this Agreement forthwith by written notice and shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

All notices required or permitted to be given by either party to the other hereunder shall be duly and properly given if:

(a) mailed to the other party by registered or certified United States Mail; or

(b) sent by electronic transmission (i.e., Mailgram, facsimile or similar transmission); or

(c) sent by generally recognized same-day or overnight delivery service, addressed to the party at the address stated above. Each party agrees to inform the other of any change of address.

IN WITNESS WHEREOF, this Agreement has been duly executed by SOCIETY and LICENSEE,
this day of , 20 .

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

Costello's Tavern, Inc.

LICENSEE

by _____

by _____

TITLE

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



ASCAP

RATE SCHEDULE

LICENSE FEES FOR CALENDAR YEAR 2003

This Rate Schedule applies to Bars, Grills, Taverns, Restaurants, Lounges, Supper Clubs, Night Clubs, Ballrooms, Dance Clubs, Discos, Plano Bars, Cabarets, Roadhouses and similar establishments.

SEATING (A) CAPACITY	NUMBER OF DAYS PER WEEK	A/V (D) with or without Audio Only (C) Mech. Music					A/V (D) with or without Audio Only (C) Mech. Music					Audio Only (C) Mech. Music			A/V (D) with or without Audio Only Mech. Music		
		BASE RATE	No. of Variables (B)				BASE RATE	No. of Variables (E)				BASE RATE	No. of Variables (F)		BASE RATE	No. of Variables (F)	
			(1)	(2)	(3)	ADD		(1)	(2)	(3)	ADD		(1)	(2)		(1)	(2)
75 & under	1	254	349	464	622	155	349	464	622	830	155	239	349	464	355	525	697
	2-3	364	480	638	854	199	523	698	930	1236	199	264	480	638	396	720	958
	4-7	447	596	798	1075	241	698	930	1236	1656	241	290	596	798	436	896	1198
76-150	1	349	464	622	829	218	464	622	829	1105	218	342	464	622	512	697	938
	2-3	523	698	930	1236	285	698	930	1236	1656	285	381	698	930	569	1048	1392
	4-7	698	930	1236	1656	347	930	1236	1656	2209	347	420	930	1236	628	1392	1854
151-225	1	464	622	829	1107	285	622	829	1105	1482	285	445	622	829	667	938	1247
	2-3	698	930	1236	1656	373	942	1247	1673	2220	373	496	930	1236	745	1392	1854
	4-7	930	1236	1656	2209	460	1247	1673	2220	2964	460	545	1236	1656	819	1854	2484
226-300	1	577	772	1030	1377	347	783	1045	1393	1858	347	551	772	1030	825	1156	1542
	2-3	875	1161	1554	2077	460	1178	1569	2093	2788	460	611	1161	1554	916	1745	2331
	4-7	1161	1554	2077	2762	569	1569	2093	2788	3720	569	673	1554	2061	1008	2331	3092
301-375	1	698	930	1236	1656	412	942	1263	1684	2240	412	653	930	1236	978	1392	1854
	2-3	1045	1393	1858	2479	546	1426	1893	2527	3353	546	724	1393	1858	1085	2093	2788
	4-7	1393	1858	2479	3295	673	1893	2512	3353	4474	673	794	1858	2479	1195	2788	3720
376-450	1	817	1090	1451	1934	479	1105	1467	1961	2616	479	758	1090	1451	1139	1638	2177
	2-3	1219	1640	2166	2890	637	1656	2209	2948	3919	637	840	1626	2166	1262	2436	3249
	4-7	1626	2182	2890	3850	783	2209	2948	3919	5231	783	924	2182	2890	1386	3271	4335
451-525	1	817	1090	1451	1934	479	1263	1684	2251	2991	479	866	1236	1673	1300	1854	2510
	2-3	1219	1640	2166	2890	637	1901	2527	3372	4503	637	960	1858	2512	1440	2788	3769
	4-7	1626	2182	2890	3850	783	2527	3372	4490	5985	783	1057	2470	3340	1585	3707	5010
526-600	1	817	1090	1451	1934	479	1426	1901	2527	3372	479	967	1377	1893	1451	2065	2838
	2-3	1219	1640	2166	2890	637	2137	2848	3790	5056	637	1075	2077	2834	1613	3116	4246
	4-7	1626	2182	2890	3850	783	2848	3790	5056	6741	783	1182	2762	3779	1772	4145	5668
601-675	1	817	1090	1451	1934	479	1584	2105	2816	3747	479	1070	1525	2105	1607	2288	3158
	2-3	1219	1640	2166	2890	637	2381	3167	4228	5622	637	1192	2295	3167	1782	3444	4753
	4-7	1626	2182	2890	3850	783	3167	4226	5622	7483	783	1309	3054	4216	1967	4580	6319
676-750	1	817	1090	1451	1934	479	1741	2322	3094	4127	479	1176	1673	2322	1764	2510	3483
	2-3	1219	1640	2166	2890	637	2616	3482	4650	6189	637	1306	2512	3482	1960	3769	5224
	4-7	1626	2182	2890	3850	783	3482	4650	6189	8249	783	1436	3340	4650	2156	5010	6973
751 & Over	1	817	1090	1451	1934	479	1741	2322	3094	4127	479	1283	1815	2541	1924	2724	3812
	2-3	1219	1640	2166	2890	637	2616	3482	4650	6189	637	1426	2728	3824	2138	4094	5733
	4-7	1626	2182	2890	3850	783	3482	4650	6189	8249	783	1568	3631	5086	2351	5447	7629

(A) "Seating Capacity"

for ballrooms, dance clubs, discos and similar operations means the total allowable occupancy of the premises under local fire or similar regulations, and shall not be limited to the total number of available seats, provided that if no such local fire or similar regulations are in effect, then "seating capacity" means 10 people per 100 square feet or portion thereof of the room(s) in which music is performed.

(B) VARIABLES (Applicable to single instrumentalist)

Show or act(s) or vocalist(s).

Admission, minimum, cover, entertainment or similar charge.

Alternate or relief music (live) by a single instrumentalist. Music provided solely at the time of the show or act(s) shall not be deemed to be alternate or relief music.

(C) "Mechanical Music Audio-Only"

means performances other than by live musicians, e.g., records, tapes, compact discs, karaoke, or similar media or by a radio-over-loudspeaker system licensable under the United States Copyright Law, but shall not include music presented by means of a music-on-hold telephone system or a jukebox (as hereinafter defined).

(D) "Mechanical Music Audio-Visual"

means performances such as, for example, by means of large screen television, multiple televisions, laser discs, video tapes, karaoke with video, or video jukeboxes licensable under the United States Copyright Law. If performances are presented by both audio-only and audio-visual mechanical means, add only the applicable additional fee specified for "mechanical music audio-visual".

(E) VARIABLES (Applicable to two or more instrumentalists)

Show or act(s).

Admission, minimum, cover, entertainment or similar charge.

Alternate or relief music (live) by any instrumentalist(s). Music provided solely at the time of the show or act(s) shall not be deemed to be alternate or relief music.

(F) VARIABLES (Applicable when there is no live music, to audio-only and audio-visual mechanical music)

Admission, minimum, cover, entertainment or similar charge.

Dancing (patrons or performers), show or act(s) (including disc jockey, video jockey or master of ceremonies).

FEE FOR PERFORMANCES BY MEANS OF JUKEBOX(ES)

For purposes of this Agreement, a "jukebox" is a machine or device that is (i) employed solely for the non-dramatic performance of musical works by means of phonorecords, compact discs or similar medium and which is activated by insertion of coins, currency, tokens, or other monetary units or their equivalent; (ii) is located in an establishment making no direct or indirect charge for admission; (iii) is accompanied by a list of the titles of all musical works available for performance on the jukebox, which list is affixed to the jukebox or posted in the establishment in a prominent position where it can be readily examined by the public; (iv) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located; and (v) for which neither a compulsory license nor a license from the Jukebox License Office nor a license from SOCIETY other than this license is in effect. For purposes of this Agreement, the term "jukebox" does not include devices commonly known as "video jukeboxes," or any other audio-visual devices.

For performances given by means of jukebox(es), the annual license fee shall be \$259 per jukebox.

FEE FOR PERFORMANCES BY MEANS OF MUSIC-ON-HOLD TELEPHONE SYSTEM

For performances given by means of a music-on-hold telephone system at the premises, the annual license fee shall be \$195.

COMPUTATION OF FEE FOR MIXED POLICIES

1. Compute fee for the higher policy for the number of days/nights that the higher policy is in effect. The higher policy is the policy which generates the highest fee for any one day/night. If the higher policy is in effect for four or more days/nights per week, stop here: Your fee is the fee for the higher policy. If the higher policy is in effect for fewer than four days/nights per week, continue with steps 2 through 6 below to complete the computation of the fee for your mixed policy.

2. Note total number of days/nights entertainment is provided.

3. Compute fee for the lower policy using the total number of days/nights entertainment is provided under both the higher and lower policies.

4. Compute fee for the lower policy using the number of days/nights the higher policy is in effect.

5. Subtract fee computed in step 4 from fee computed in step 3.

6. Add fee computed in step 1 to fee computed in step 5 for total fee.

SEASONAL FEES

For seasonal licensees, the fees for periods up to four months of operation are 1/2 the annual license fee; for each additional month the fee is 1/12 the annual license fee. The seasonal license fee will in no case be more than the annual license fee.

FEES FOR OCCASIONAL PERFORMANCES

For policies in effect for any three or fewer days/nights per month, the fee is the applicable annual fee for the highest of such policies as if such highest policy were in effect for one day/night per week. For policies in effect for any six or fewer days/nights per calendar year, the fee is 1/3 the applicable annual fee for the highest of such policies as if such highest policy were in effect for one day/night per week.

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2004 AND THEREAFTER

The annual license fee for each calendar year commencing 2004 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October.

08/23/2001

Mr. Matthew T. Griffin
Costello's Tavern, Inc.
Costello's
723 Centre St.
Jamaica Plain, MA 02130

Dear Mr. Griffin:

We have previously written and contacted you concerning your need to obtain a license in order to legally perform works in the ASCAP repertory. As of the date of this letter, you have not obtained the necessary permission. We ask that you direct your attention immediately to this important matter.

As we have advised, under the United States Copyright Law, unauthorized performances of copyrighted musical works constitute copyright infringement. If permission to perform copyrighted works is not obtained, the court can award damages generally ranging from \$750 to \$30,000 for **each song or musical work infringed**. Additionally, the court may also require you to pay our members' legal expenses in such a lawsuit.

We strongly urge you to obtain this necessary permission, and hope you agree that it makes sense to do so. Therefore, please sign and return the enclosed license agreement with your payment. An executed copy of the license will be returned to you.

Should you have any questions regarding ASCAP licensing, the enclosed agreement or the factors used in determining your license fee, please do not hesitate to contact me.

Sincerely,

Jane L. Simpkin
1-800-492-7227 x59

L3L (4/00, 4/01)

Enclosures: License Agreement, Invoice, Summary of Cases (4/96)

cc: Regular Mail

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MR. MATTHEW T. GRIFFIN
 COSTELLO'S TAVERN, INC.
 COSTELLO'S
 723 CENTRE STREET
 JAMAICA PLAIN, MA 02130
 L3L 8/24/01 NE

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Date of Delivery
 Hinkle Moore 8/22

C. Signature
 Hinkle Moore

D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address: ~~2001~~

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☒ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

2. Article Number (Copy from service label)

1902 5987

PS Form 3811, July 1999

Domestic Return Receipt

102535-00-M-0952

08/02/2001

Mr. Matthew T. Griffin
Costello's Tavern, Inc.
Costello's
723 Centre St.
Jamaica Plain, MA 02130

Dear Mr. Griffin:

Our records indicate that the previous license agreement and invoice sent to you were incorrect with respect to the name of the premise and legal entity. Accordingly, we have enclosed a corrected license agreement and supporting invoice.

Please sign and return same, together with payment as invoiced. Upon receipt, we shall execute the agreement and return a copy to you for your records.

Sincerely,

Joseph A Kujda
800-492-7227 Ext. 46

INC-L/A

Enclosures: License Agreement, Invoice
"ASCAP Keeps You In Tune With The Copyright Law"

American Society of Composers, Authors and Publishers

2690 Cumberland Parkway, Suite 490 Atlanta, GA 30339

(770) 805-3400 Fax: (770) 805-3410

INVOICE

Invoice Date: August 2, 2001

Costello's Tavern, Inc.
723 Centre St.
Jamaica Plain, MA 02130

Re: Costello's
Jamaica Plain, MA 02130
Billing Period: 05/15/2001 thru 05/14/2002

Annual Rate: \$1,115.00

Amount Due: \$1,115.00

The only credit cards ASCAP accepts are MasterCard and VISA.

Payment Amount: \$ _____

Check No.: _____ OR

Credit Card No.: _____ Exp. Date: _____ Visa _____ Mastercard _____

Name exactly as on card: _____

Signature: _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's Agreement with the Issuer.

Please return ALL PAGES of signed License Agreement with your payment.

License Fees are payable trimesterly, in advance; retain bottom portion for your records.

Costello's
723 Centre St.
Jamaica Plain, MA 02130

Billing Period: 05/15/2001 thru 05/14/2002

Annual Rate: \$1,115.00

Statement of Operating Policy

Costello's

Costello's Tavern, Inc.

Premise Address: 723 Centre St. City, State Zip: Jamaica Plain, MA 02130 Phone: Bar: 617-522-9263/Kitchen: 617-522-5885 Main Contact: Mr. Matthew T. Griffin Role: Phone: Bar: 617-522-9263/Kitchen: 617-522-5885	Mailing Address: 723 Centre St. City, State Zip: Jamaica Plain, MA 02130 Fax: Account No.: ALM: Steve Delongchamp TLM: Steve Delongchamp District:
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Room Number: 1 Rate Start Date: 05/15/2001 Rate End Date: Charge Frequency: Annual Months of Operation: to Seating Capacity: 150 Fire Capacity:	Supplier's Name: Mechanical Music: No Jukebox: Licensed by JLO? JB Vendor Name: Vendor /Owner: Music On Hold: No Exception: Total Rate: \$1,115.00
--	---

Policy Chart

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Live:						Orch	Orch
Mech :	CD	CD	CD	CD	CD	CD	CD
A/V:							
V1:							
V2:						Cover	Cover
V3:							

Audio

Number of Speakers: 0
 Type Of Speakers:
 Square Footage:
 Receiver Location:
 Wiring:
 Paging Capability?

Audio/Video

Number of Units: 0
 Size of each Unit:
 Size Of Screen:
 Projection:
 Self-Contained Speakers?
 Extension Speaker?
 VCR Present?

GENERAL LICENSE AGREEMENT - RESTAURANTS, TAVERNS, NIGHTCLUBS, AND SIMILAR ESTABLISHMENTS

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"),

located at

2690 Cumberland Parkway, Suite 490
Atlanta, GA 30339-3913

and Costello's Tavern, Inc.

("LICENSEE"), located at

723 Centre St.
Jamaica Plain, MA 02130

as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term of one year, commencing 05/15/2001, and continuing thereafter for additional terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly at

Costello's
723 Centre St.
Jamaica Plain, MA 02130

("the premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of SOCIETY, and of which SOCIETY shall have the right to license such performing rights.

(b) This license authorizes performances by means of "jukebox(es)" as defined in the Rate Schedule attached to and made a part of this Agreement.

(c) This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(d) Either party may, on or before thirty days prior to the end of the initial term or any renewal term, give notice of termination to the other. If such notice is given the Agreement shall terminate on the last day of such initial or renewal term.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(c)" hereof, and is limited to the LICENSEE and to the premises.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in SOCIETY's repertory to persons outside of the premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the premises.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

3. License Fees and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof, based on "LICENSEE's Operating Policy." The term "LICENSEE's Operating Policy" shall mean all of the factors which determine the license fee applicable to the premises under the Rate Schedule.

(b) LICENSEE warrants that the Statement of LICENSEE's Operating Policy attached to and made a part of this Agreement is true and correct as of the date hereof.

(c) The current applicable license fee for the premises is \$1115.00 annually, based on the factors set forth in the Statement of LICENSEE's Operating Policy.

(d) LICENSEE agrees to pay SOCIETY the license fee due hereunder in installments of one-third the applicable annual fee in advance on or before January 1, May 1 and September 1 of each year provided, however, that if LICENSEE does not otherwise owe SOCIETY any fees under this or any prior license agreement, and if LICENSEE pays the full annual fee on or before January 31st of any year, the applicable license fee for that year shall be reduced by 20%.

(e) LICENSEE agrees to pay SOCIETY a \$25 service charge for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to SOCIETY.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by 30 days or more, LICENSEE agrees to pay a finance charge on the license fees due of 1 1/2 % per month, or the maximum rate permitted by the law of the state in which the premises licensed hereunder are located, whichever is less, from the date such license fees became due.

(g) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and:

- (i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and
- (ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE agrees to pay to SOCIETY the full amount of such tax.

4. Changes in LICENSEE's Operating Policy

(a) LICENSEE agrees to give SOCIETY thirty days prior written notice of any change in LICENSEE's Operating Policy. For purposes of this Agreement, a change in LICENSEE's Operating Policy shall be one in effect for at least thirty days.

(b) Upon any change in LICENSEE's Operating Policy resulting in an increase in the license fee, based on the annexed Rate Schedule, LICENSEE agrees to pay SOCIETY the increased license fee, effective as of the initial date of such change, whether or not written notice of such change has been given pursuant to subparagraph "4(a)" hereof.

(c) Upon any change in LICENSEE's Operating Policy resulting in a reduction in the license fee, based on the annexed Rate Schedule, LICENSEE shall be entitled to the reduction, effective as of the initial date of such change, and to a *pro rata* credit for any unearned license fees paid in advance, provided LICENSEE has given SOCIETY thirty days prior written notice of such change. If LICENSEE fails to give SOCIETY thirty days prior written notice, any reduction and credit shall be effective thirty days after LICENSEE gives SOCIETY written notice of the change.

(d) Within thirty days of any change in LICENSEE's Operating Policy, LICENSEE shall furnish to SOCIETY a current Statement of LICENSEE's Operating Policy and shall certify that it is true and correct.

(e) If LICENSEE discontinues the performance of music at the premises, LICENSEE or SOCIETY may terminate this Agreement upon thirty days notice, the termination to be effective at the end of the thirty day period. In the event of such termination, SOCIETY shall refund to LICENSEE a *pro rata* share of any unearned license fees paid in advance. For purposes of this Agreement, a discontinuance of music shall be one in effect for no less than thirty days.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may terminate this license by giving LICENSEE thirty days notice to cure the breach or default, and in the event that it has not been cured within the thirty day period, this license shall terminate on the expiration of that period without further notice from SOCIETY to LICENSEE.

6. Interference in SOCIETY's Operations

In the event of:

(a) any major interference with the operations of SOCIETY in the state, territory, dependency, possession or political subdivision in which LICENSEE is located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(b) any substantial increase in the cost to SOCIETY of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights,

SOCIETY shall have the right to terminate this Agreement forthwith by written notice and shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

All notices required or permitted to be given by either party to the other hereunder shall be duly and properly given if:

(a) mailed to the other party by registered or certified United States Mail; or

(b) sent by electronic transmission (i.e., Mailgram, facsimile or similar transmission); or

(c) sent by generally recognized same-day or overnight delivery service, addressed to the party at the address stated above. Each party agrees to inform the other of any change of address.

IN WITNESS WHEREOF, this Agreement has been duly executed by SOCIETY and LICENSEE,

this _____ day of _____, 20 ____.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

Costello's Tavern, Inc.

LICENSEE

by _____

by _____

TITLE

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)

05/30/2001

Bostello's
723 Centre St.
Jamaica Plain MA 02130

Dear Sir/Madam:

ASCAP's more than 100,000 songwriter and publisher members thank you for using music in your business. As you know, music plays a valuable role in creating an environment that attracts and retains customers. It is also important to note that music is valuable intellectual property. Ownership of this property remains with those who create it. To publicly perform copyrighted music legally, you must obtain permission from the copyright owners or their representatives, such as ASCAP.

Finding, negotiating with and obtaining permission from each of the owners of the music you might use would be impractical and very expensive. That is why we offer the ASCAP blanket license, which for one annual fee, covers your use of all the music in our repertory. For over 85 years, ASCAP has provided music licenses to a wide variety of businesses. Hundreds of thousands of business operators have chosen ASCAP licenses as a convenient and inexpensive method to meet their responsibilities under the federal copyright law. We trust that you will too.

We realize that your time is valuable and important matters, such as obtaining the rights to perform music legally, are occasionally postponed. Let us help. Simply sign and return the enclosed license agreement with the appropriate payment as indicated on the invoice. You can save 20% on your annual license fee if you return the signed license agreement with your payment within 30 days! We will return an executed copy for your file.

I am sure that you will find that our license is the easiest and most economical way to obtain permission to perform any of the millions of songs in our repertory. The enclosed brochure explains how music benefits your business. Please write or call me toll-free at the number listed below with any questions you may have regarding ASCAP, our members or songs, the proposed license agreement or the factors used in determining your license fee. Thank you in advance for your cooperation.

Sincerely,

Joseph A Kujda
1-800-492-7227 ext.46

P.S. The American Society of Composers, Authors & Publishers (ASCAP) founded in 1914, is the oldest and largest copyright clearinghouse in the United States. ASCAP represents more than 100,000 composers and publishers of music, and 4 million-plus copyrighted songs. About 85 cents of every dollar in license fees collected by ASCAP is returned to the copyright creators and owners whose music contributes to the success of thousands of businesses, including yours. You

may obtain information about our members and songs in our repertory by visiting our website at www.ascap.com.
L1L20-BR (4/00, 4/01)

Enclosures: License Agreement, Invoice, "Are You Licensed to Thrill?"

American Society of Composers, Authors and Publishers

2690 Cumberland Parkway, Suite 490 Atlanta, GA 30339

(770) 805-3400 Fax: (770) 805-3410

INVOICE

Invoice Date: May 30, 2001

Costello's Tavern, Inc.
723 Centre St.
Jamaica Plain, MA 02130

Re: Bostello's
Jamaica Plain, MA 02130
Billing Period: 05/15/2001 thru 05/14/2002

Annual Rate:	\$1,115.00
Less 20% Discount**	[\$223.00]

Amount Due: \$892.00

** This special offer void 30 days after Invoice Date

The only credit cards ASCAP accepts are MasterCard and VISA.

Payment Amount: \$ _____

Check No.: _____ OR

Credit Card No.: _____ Exp. Date: _____ Visa _____ Mastercard _____

Name exactly as on card: _____

Signature: _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's Agreement with the Issuer.

Please return ALL PAGES of signed License Agreement with your payment.

License Fees are payable trimesterly, in advance; retain bottom portion for your records.

Bostello's
723 Centre St.
Jamaica Plain, MA 02130

Billing Period: 05/15/2001 thru 05/14/2002

Annual Rate:	\$1,115.00
Less 20% Discount**	[\$223.00]

Amount Due: \$892.00

Statement of Operating Policy

Costello's Costello's Tavern, Inc.

Premise Address: 723 Centre St. City, State Zip: Jamaica Plain, MA 02130 Phone: 617-522-5885 Main Contact: Role: Phone:	Mailing Address: 723 Centre St. City, State Zip: Jamaica Plain, MA 02130 Fax: Account No.: ALM: Steve Delongchamp TLM: Steve Delongchamp District:
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Room Number: 1 Rate Start Date: 05/15/2001 Rate End Date: Charge Frequency: Annual Months of Operation: to Seating Capacity: 150 Fire Capacity:	Supplier's Name: Mechanical Music: No Jukebox: Licensed by JLO? JB Vendor Name: Vendor /Owner: Music On Hold: No Exception: Total Rate: \$1,115.00
--	---

Policy Chart

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Live:						Orch	Orch
Mech :	CD	CD	CD	CD	CD	CD	CD
A/V:							
V1:							
V2:						Cover	Cover
V3:							

Audio Number of Speakers: 0 Type Of Speakers: Square Footage: Receiver Location: Wiring: Paging Capability?	Audio/Video Number of Units: 0 Size of each Unit: Size Of Screen: Projection: Self-Contained Speakers? Extension Speaker? VCR Present? Type Of Programming?
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GENERAL LICENSE AGREEMENT - RESTAURANTS, TAVERNS, NIGHTCLUBS, AND SIMILAR ESTABLISHMENTS

Agreement between American Society of Composers, Authors and Publishers ("SOCIETY"),
located at

2690 Cumberland Parkway, Suite 490
Atlanta, GA 30339-3913

and {Please Indicate Legal Entity.}

("LICENSEE"), located at

723 Centre St.
Jamaica Plain, MA 02130

as follows:

1. Grant and Term of License

(a) SOCIETY grants and LICENSEE accepts for a term of one year, commencing 05/15/2001, and continuing thereafter for additional terms of one year each unless terminated by either party as hereinafter provided, a license to perform publicly at

Bostello's
723 Centre St.
Jamaica Plain, MA 02130

("the premises"), and not elsewhere, non-dramatic renditions of the separate musical compositions now or hereafter during the term hereof in the repertory of SOCIETY, and of which SOCIETY shall have the right to license such performing rights.

(b) This license authorizes performances by means of "jukebox(es)" as defined in the Rate Schedule attached to and made a part of this Agreement.

(c) This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto of their respective obligations hereunder as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(d) Either party may, on or before thirty days prior to the end of the initial term or any renewal term, give notice of termination to the other. If such notice is given the Agreement shall terminate on the last day of such initial or renewal term.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except as provided in subparagraph "1(c)" hereof, and is limited to the LICENSEE and to the premises.

(b) This license does not authorize the broadcasting, telecasting or transmission by wire or otherwise, of renditions of musical compositions in SOCIETY's repertory to persons outside of the premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the premises.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

(iii) performance of one or more musical compositions as part of a story plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;

(iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

3. License Fees and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay SOCIETY the applicable license fee set forth in the Rate Schedule annexed hereto and made a part hereof, based on "LICENSEE's Operating Policy." The term "LICENSEE's Operating Policy" shall mean all of the factors which determine the license fee applicable to the premises under the Rate Schedule.

(b) LICENSEE warrants that the Statement of LICENSEE's Operating Policy attached to and made a part of this Agreement is true and correct as of the date hereof.

(c) The current applicable license fee for the premises is \$1115.00 annually, based on the factors set forth in the Statement of LICENSEE's Operating Policy.

(d) LICENSEE agrees to pay SOCIETY the license fee due hereunder in installments of one-third the applicable annual fee in advance on or before January 1, May 1 and September 1 of each year provided, however, that if LICENSEE does not otherwise owe SOCIETY any fees under this or any prior license agreement, and if LICENSEE pays the full annual fee on or before January 31st of any year, the applicable license fee for that year shall be reduced by 20%.

(e) LICENSEE agrees to pay SOCIETY a \$25 service charge for each unpaid check, draft or other form of monetary instrument submitted by LICENSEE to SOCIETY.

(f) In the event LICENSEE shall be delinquent in payment of license fees due hereunder by 30 days or more, LICENSEE agrees to pay a finance charge on the license fees due of 1 1/2 % per month, or the maximum rate permitted by the law of the state in which the premises licensed hereunder are located, whichever is less, from the date such license fees became due.

(g) In the event that LICENSEE's payment of fees under this Agreement causes SOCIETY to incur a liability to pay a gross receipts, sales, use, business use, or other tax which is based on the amount of SOCIETY's receipts from LICENSEE, the number of licensees of SOCIETY, or any similar measure of SOCIETY's activities, and:

(i) SOCIETY has taken reasonable steps to be exempted or excused from paying such tax; and

(ii) SOCIETY is permitted by law to pass through such tax to its licensees, LICENSEE agrees to pay to SOCIETY the full amount of such tax.

4. Changes in LICENSEE's Operating Policy

(a) LICENSEE agrees to give SOCIETY thirty days prior written notice of any change in LICENSEE's Operating Policy. For purposes of this Agreement, a change in LICENSEE's Operating Policy shall be one in effect for at least thirty days.

(b) Upon any change in LICENSEE's Operating Policy resulting in an increase in the license fee, based on the annexed Rate Schedule, LICENSEE agrees to pay SOCIETY the increased license fee, effective as of the initial date of such change, whether or not written notice of such change has been given pursuant to subparagraph "4(a)" hereof.

(c) Upon any change in LICENSEE's Operating Policy resulting in a reduction in the license fee, based on the annexed Rate Schedule, LICENSEE shall be entitled to the reduction, effective as of the initial date of such change, and to a *pro rata* credit for any unearned license fees paid in advance, provided LICENSEE has given SOCIETY thirty days prior written notice of such change. If LICENSEE fails to give SOCIETY thirty days prior written notice, any reduction and credit shall be effective thirty days after LICENSEE gives SOCIETY written notice of the change.

(d) Within thirty days of any change in LICENSEE's Operating Policy, LICENSEE shall furnish to SOCIETY a current Statement of LICENSEE's Operating Policy and shall certify that it is true and correct.

(e) If LICENSEE discontinues the performance of music at the premises, LICENSEE or SOCIETY may terminate this Agreement upon thirty days notice, the termination to be effective at the end of the thirty day period. In the event of such termination, SOCIETY shall refund to LICENSEE a *pro rata* share of any unearned license fees paid in advance. For purposes of this Agreement, a discontinuance of music shall be one in effect for no less than thirty days.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, SOCIETY may terminate this license by giving LICENSEE thirty days notice to cure the breach or default, and in the event that it has not been cured within the thirty day period, this license shall terminate on the expiration of that period without further notice from SOCIETY to LICENSEE.

6. Interference in SOCIETY's Operations

In the event of:

(a) any major interference with the operations of SOCIETY in the state, territory, dependency, possession or political subdivision in which LICENSEE is located, by reason of any law of such state, territory, dependency, possession or political subdivision; or

(b) any substantial increase in the cost to SOCIETY of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights,

SOCIETY shall have the right to terminate this Agreement forthwith by written notice and shall refund to LICENSEE any unearned license fees paid in advance.

7. Notices

All notices required or permitted to be given by either party to the other hereunder shall be duly and properly given if:

(a) mailed to the other party by registered or certified United States Mail; or

(b) sent by electronic transmission (i.e., Mailgram, facsimile or similar transmission); or

(c) sent by generally recognized same-day or overnight delivery service, addressed to the party at the address stated above. Each party agrees to inform the other of any change of address.

IN WITNESS WHEREOF, this Agreement has been duly executed by SOCIETY and LICENSEE,

this _____ day of _____, 20 ____.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

LICENSEE

by _____

by _____

TITLE

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



RATE SCHEDULE

LICENSE FEES FOR CALENDAR YEAR 2001

This Rate Schedule applies to Bars, Grills, Taverns, Restaurants, Lounges, Supper Clubs, Night Clubs, Ballrooms, Dance Clubs, Discos, Piano Bars, Cabarets, Roadhouses and Similar Establishments.

		Live Music - Single Instrumentalist							Live Music - Two or More Instrumentalists							Audio Only - Mechanical Music						
SEATING (A) CAPACITY	NUMBER OF DAYS PER WEEK	BASE RATE	A/V (D) with or without only Mech.				Music ADD	Music ADD	BASE RATE	A/V (D) with or without only Mech.				Music ADD	Music ADD	BASE RATE	Audio Only (C) Mech. Music		A/V (D) with or without Audio Only Mech. Music			
			(1)	(2)	(3)	(1)				(2)	(3)	(1)	(2)				(1)	(2)				
75 & under	1	254	335	446	597	97	149	335	446	597	797	97	149	229	335	446	341	504	669			
	2-3	350	460	612	820	126	191	502	670	893	1186	126	191	254	460	612	380	691	919			
	4-7	429	572	766	1032	153	231	670	893	1186	1589	153	231	278	572	766	418	860	1150			
76-150	1	335	446	597	796	140	210	446	597	796	1060	140	210	328	446	597	492	669	900			
	2-3	502	670	893	1186	180	273	670	893	1186	1589	180	273	365	670	893	546	1006	1336			
	4-7	670	893	1186	1589	222	333	893	1186	1589	2120	222	333	403	893	1186	603	1336	1779			
151-225	1	446	597	796	1062	180	273	597	796	1060	1423	180	273	427	597	796	640	900	1197			
	2-3	670	893	1186	1589	238	358	904	1197	1606	2131	238	358	476	893	1186	715	1336	1779			
	4-7	893	1186	1589	2120	294	442	1197	1606	2131	2845	294	442	523	1186	1589	786	1779	2384			
226-300	1	554	741	989	1322	222	333	751	1003	1337	1783	222	333	529	741	989	792	1109	1480			
	2-3	840	1114	1491	1994	294	442	1131	1506	2008	2676	294	442	587	1114	1491	879	1674	2237			
	4-7	1114	1491	1994	2651	365	546	1506	2008	2676	3570	365	546	846	1491	1978	967	2237	2968			
301-375	1	670	893	1186	1589	264	396	904	1212	1617	2150	264	396	627	893	1186	939	1336	1779			
	2-3	1003	1337	1783	2379	350	524	1369	1816	2425	3218	350	524	695	1337	1783	1041	2008	2676			
	4-7	1337	1783	2379	3163	429	646	1816	2411	3218	4294	429	646	762	1783	2379	1147	2676	3570			
376-450	1	784	1046	1392	1857	306	459	1060	1408	1882	2511	306	459	728	1046	1392	1093	1572	2090			
	2-3	1170	1574	2079	2774	409	611	1589	2120	2829	3761	409	611	806	1561	2079	1211	2338	3118			
	4-7	1561	2094	2774	3695	502	751	2120	2829	3761	5020	502	751	887	2094	2774	1332	3139	4161			
451-525	1	784	1046	1392	1857	306	459	1212	1617	2160	2871	350	524	831	1186	1606	1247	1779	2409			
	2-3	1170	1574	2079	2774	409	611	1824	2425	3236	4322	460	691	921	1783	2411	1382	2676	3617			
	4-7	1561	2094	2774	3695	502	751	2425	3236	4309	5744	572	860	1014	2371	3206	1522	3557	4809			
526-600	1	784	1046	1392	1857	306	459	1369	1824	2425	3236	388	583	928	1322	1816	1392	1982	2724			
	2-3	1170	1574	2079	2774	409	611	2051	2733	3638	4853	515	775	1032	1994	2720	1548	2990	4075			
	4-7	1561	2094	2774	3695	502	751	2733	3638	4853	6469	639	960	1135	2651	3627	1701	3978	5439			
601-675	1	784	1046	1392	1857	306	459	1521	2020	2703	3597	429	646	1027	1464	2020	1542	2196	3031			
	2-3	1170	1574	2079	2774	409	611	2285	3039	4056	5395	572	860	1144	2202	3039	1711	3306	4562			
	4-7	1561	2094	2774	3695	502	751	3039	4056	5395	7191	709	1064	1256	2931	4046	1888	4396	6065			
676-750	1	784	1046	1392	1857	306	459	1670	2229	2970	3961	476	715	1129	1606	2229	1693	2409	3343			
	2-3	1170	1574	2079	2774	409	611	2511	3342	4463	5940	630	946	1253	2411	3342	1881	3617	5013			
	4-7	1561	2094	2774	3695	502	751	3342	4463	5940	7917	784	1173	1378	3206	4463	2069	4809	6693			
751 & Over	1	784	1046	1392	1857	306	459	1670	2229	2970	3961	515	775	1232	1742	2439	1847	2614	3658			
	2-3	1170	1574	2079	2774	409	611	2511	3342	4463	5940	682	1025	1369	2618	3670	2052	3929	5502			
	4-7	1561	2094	2774	3695	502	751	3342	4463	5940	7917	853	1278	1505	3485	4881	2256	5228	7322			

(A) "Seating Capacity"

for ballrooms, dance clubs, discos and similar operations means the total allowable occupancy of the premises under local fire or similar regulations, and shall not be limited to the total number of available seats, provided that if no such local fire or similar regulations are in effect, then "seating capacity" means 10 people per 100 square feet or portion thereof of the room(s) in which music is performed.

(B) VARIABLES (Applicable to single instrumentalist)

Show or act(s) or vocalist(s).

Admission, minimum, cover, entertainment or similar charge.

Alternate or relief music (live) by a single instrumentalist. Music provided solely at the time of the show or act(s) shall not be deemed to be alternate or relief music.

(C) "Mechanical Music Audio-Only"

means performances other than by live musicians, e.g., records, tapes, compact discs, karaoke, or similar media or by a radio-over-loudspeaker system licensable under the United States Copyright Law, but shall not include music presented by means of a music-on-hold telephone system or a jukebox (as hereinafter defined).

(D) "Mechanical Music Audio-Visual"

means performances such as, for example, by means of large screen television, multiple televisions, laser discs, video tapes, karaoke with video, or video jukeboxes licensable under the United States Copyright Law. If performances are presented by both audio-only and audio-visual mechanical means, add only the applicable additional fee specified for "mechanical music audio-visual".

(E) VARIABLES (Applicable to two or more instrumentalists)

Show or act(s).

Admission, minimum, cover, entertainment or similar charge.

Alternate or relief music (live) by any instrumentalist(s). Music provided solely at the time of the show or act(s) shall not be deemed to be alternate or relief music.

(F) VARIABLES (Applicable when there is no live music, to audio-only and audio-visual mechanical music)

Admission, minimum, cover, entertainment or similar charge.

Dancing (patrons or performers), show or act(s) (including disc jockey, video jockey or master of ceremonies).

FEE FOR PERFORMANCES BY MEANS OF JUKEBOX(ES)

For purposes of this Agreement, a "jukebox" is a machine or device that is (i) employed solely for the non-dramatic performance of musical works by means of phonorecords, compact discs or similar medium and which is activated by insertion of coins, currency, tokens, or other monetary units or their equivalent; (ii) is located in an establishment making no direct or indirect charge for admission; (iii) is accompanied by a list of the titles of all musical works available for performance on the jukebox, which list is affixed to the jukebox or posted in the establishment in a prominent position where it can be readily examined by the public; (iv) affords a choice of works available for performance and permits the choice to be made by the patrons of the establishment in which it is located; and (v) for which neither a compulsory license nor a license from the Jukebox License Office nor a license from SOCIETY other than this license is in effect. For purposes of this Agreement, the term "jukebox" does not include devices commonly known as "video jukeboxes," or any other audio-visual devices.

For performances given by means of jukebox(es), the annual license fee shall be **\$249 per jukebox**.

FEE FOR PERFORMANCES BY MEANS OF MUSIC-ON-HOLD TELEPHONE SYSTEM

For performances given by means of a music-on-hold telephone system at the premises, the annual license fee shall be **\$187**.

COMPUTATION OF FEE FOR MIXED POLICIES

1. Compute fee for the higher policy for the number of days/nights that the higher policy is in effect. The higher policy is the policy which generates the highest fee for any one day/night. If the higher policy is in effect for four or more days/nights per week, stop here: Your fee is the fee for the higher policy. If the higher policy is in effect for fewer than four days/nights per week, continue with steps 2 through 6 below to complete the computation of the fee for your mixed policy.

2. Note total number of days/nights entertainment is provided.

3. Compute fee for the lower policy using the total number of days/nights entertainment is provided under both the higher and lower policies.

4. Compute fee for the lower policy using the number of days/nights the higher policy is in effect.

5. Subtract fee computed in step 4 from fee computed in step 3.

6. Add fee computed in step 1 to fee computed in step 5 for total fee.

SEASONAL FEES

For seasonal licensees, the fees for periods up to four months of operation are 1/2 the annual license fee; for each additional month the fee is 1/12 the annual license fee. The seasonal license fee will in no case be more than the annual license fee.

FEES FOR OCCASIONAL PERFORMANCES

For policies in effect for any three or fewer days/nights per month, the fee is the applicable annual fee for the highest of such policies as if such highest policy were in effect for one day/night per week. For policies in effect for any six or fewer days/nights per calendar year, the fee is 1/3 the applicable annual fee for the highest of such policies as if such highest policy were in effect for one day/night per week.

ANNUAL LICENSE FEE FOR CALENDAR YEAR 2002 AND THEREAFTER

The annual license fee for each calendar year commencing 2002 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index, All Urban Consumers - (CPI-U) between the preceding October and the next preceding October.

Activity Report - Attempted Contact/Telephone

Costello's Costello's Tavern, Inc.[Create Action](#) [Main](#)**Action Type:** Attempted Contact/Telephone **Amount Collected:**

[for Exemption Policy Change Only > > Old Rate: New Rate:]

Main Contact: Matthew T. Griffin - - Bar: 617-522-9263/Kitchen: 617-522-5885**Regarding:** final call

ALM:	Steve Delongchamp	Date Completed:	05/18/2004
TLM:	Steve Delongchamp		
Account #:			

Conversation Log

-- 05/18/2004 -- Dean Demerritt/ASCAP -- [Re: final call] --

I called and spoke to a female manager "Kelly" who said that Mr Griffin wasn't there. I left my name and number and requested that he call me back asap regarding an ASCAP license agreement

Details:

Revision History:

Created: 05/07/2004 08:27 AM by Dean Demerritt/ASCAP**Revised:** No Edit Date

Activity Report - Policy Verification**Costello's** **Costello's Tavern, Inc.**[Create Action](#) [Main](#)**Policy Verification**Main Contact: **Mr. Matthew T. Griffin - - Bar: 617-522-9263/Kitchen: 617-522-5885**Regarding: **Verified by Steve DeLongchamp**

ALM:	Steve DeLongchamp	Date Completed: 05/05/2004
TLM:	Steve DeLongchamp	
Account #:		

☒ In Person ☐ PhoneWith whom did you speak? **Kelly**

Seating Capacity: 70 Fire Code: 150

Policy Chart

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Live:	Orch						
Mech:							
A/V:							
V1:							
V2:							
V3:							

Jukebox? YesJukebox? ☒ Yes ☐ NoPrivately owned? ☐ Yes ☒ NoJLO Certificate? ☐ Yes ☒ NoVendor Name: **Allied Amusements, Inc.****A/V in the Policy? No**Is A/V in the policy? ☐ Yes ☒ No

If YES, fill in the grid below:

Audio/Visual	
Number of TV's:	
Size of each TV	
Square Footage:	How was this determined?
Projection:	
Was sound used at time of visit:	<input type="radio"/> Yes <input type="radio"/> No
VCR present?	<input type="radio"/> Yes <input type="radio"/> No
Type of programming:	

Radio in the Policy? No

Is Radio in the policy? ☐ Yes ☒ No

If YES, fill in the grid below:

Audio	
Number Speakers:	
Type of Speakers:	
Square footage:	How was this determined?

Has Establishment claimed original music? No

Has Establishment claimed original music? ☐ Yes ☒ No

If YES, please list tunes obtained, or bands that perform that are *NOT* all original

Tunes:

Bands: James Merrenda's Masked Marvels

Genre of music performed: Jazz

Suggested night for investigation: sunday

*Please add any additional comments here: Previously had unlicensed cd juke box. Now has internet JB (unlicensed

"Starlink"

Has had various music policies over the years. repeated refusals to license establishment.. Appearing this week James

Merrenda's Masked Marvels.

Revision History:

Created: 05/05/2004 07:17 PM by Steve DeLongchamp/ASCAP

Revised: No Edit Date

OverQuota® - MFJ International

Activity Report - Attempted Contact/In person**Costello's Costello's Tavern, Inc.**Main

☒ Action Type: **Attempted Contact/In person** Amount Collected:
 Main Contact: **Mr. Matthew T. Griffin Bar: 617-522-9263/Kitchen: 617-522-5885**
 Regarding: **Matthew not in atov. Verified policy w/ Kelly. Signage in establishment verify current policy. Left BBB, Q&A and card for Matthew w/ Kelly.**

Account #:	Priority: 2
	<input type="checkbox"/> Action Status: Completed on 05/04/2004
	<input type="checkbox"/> Due Date: 05/04/2004 Tuesday

Conversation Log

-- 05/04/2004 -- Steve DeLongchamp/ASCAP -- [Re: Matthew not in atov. Verified policy w/ Kelly. Signage in establishment verify current policy. Left BBB, Q&A and card for Matthew w/ Kelly.] --
 Matthew not in atov. Verified policy w/ Kelly. Signage in establishment verify current policy. Left BBB, Q&A and card for Matthew w/ Kelly.

Details:

July 16, 2003

Mr. Matthew T. Griffin
Costello's Tavern, Inc.
Costello's
723 Centre St.
Jamaica Plain, MA 02130

Dear Mr. Griffin:

We are writing in a final effort to resolve matters before it becomes necessary to refer this matter to our counsel with instructions to proceed with legal action.

Simply put, we prefer to avoid litigation. We urge you to comply with the Federal Copyright Law by obtaining an ASCAP license to perform lawfully the musical works in the ASCAP repertory.

Should you or your attorney have any further questions regarding ASCAP licensing, the proposed license agreement or the factors used in determining your license fee, please contact me immediately.

Sincerely,

Steve DeLongchamp
Area Licensing Manager

L4L (4/00)

Enclosures: License Agreement, Invoice

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

cc: Regular Mail

Activity Report - Policy Verification**Costello's Costello's Tavern, Inc.**[Create Action](#) [Main](#)**Policy Verification****Main Contact:** Mr. Matthew T. Griffin - - Bar: 617-522-9263/Kitchen: 617-522-5885**Regarding:** Verified by Steve DeLongchamp

ALM: Steve DeLongchamp
 TLM: Steve DeLongchamp
 Account #:

Date Completed: 07/14/2003

☒ In Person ☐ Phone

With whom did you speak? John

Seating Capacity: 70 Fire Code: 150

Policy Chart

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Live:	Orch				Orch		Orch
Mech:						CD	
A/V:							
V1:						Dance/DJ	
V2:							
V3:							

Jukebox? YesJukebox? ☒ Yes ☐ NoPrivately owned? ☐ Yes ☒ NoJLO Certificate? ☐ Yes ☒ No

Vendor Name: Commonwealth Vending

A/V in the Policy? NoIs A/V in the policy? ☐ Yes ☒ No

If YES, fill in the grid below:

Audio/Visual

Number of TV's:

Size of each TV

Square Footage:

How was this determined?

Projection:

Was sound used at time of visit: ☐ Yes ☐ NoVCR present? ☐ Yes ☐ No

Type of programming:

Radio in the Policy? No

Is Radio in the policy? ☐ Yes ☒ No

If YES, fill in the grid below:

Audio

Number Speakers:

Type of Speakers:

Square footage: How was this determined?

Has Establishment claimed original music? No

Has Establishment claimed original music? ☐ Yes ☒ No

If YES, please list tunes obtained, or bands that perform that are *NOT* all original

Tunes:

Bands:

Genre of music performed: Popular cover

Suggested night for investigation: Fri or Sat.

*Please add any additional comments here:

Revision History:

Created: 07/14/2003 09:06 PM by Steve DeLongchamp/ASCAP

Revised: No Edit Date

OverQuota® - MFJ International

Activity Report - Attempted Contact/In person**Costello's Costello's Tavern, Inc.**[Main](#)

☒ Action Type: **Attempted Contact/In person** Amount Collected:
 Main Contact: **Mr. Matthew T. Griffin Bar: 617-522-9263/Kitchen: 617-522-5885**
 Regarding: **Spoke w/ Mgr John Verified policy left revised LA, PPP envelope and summary of cases and bus card.**

Account #:	Priority: 2
	Action Status: Completed on 05/09/2003
	Due Date: 05/09/2003 Friday

Conversation Log

-- 05/09/2003 -- Steve DeLongchamp/ASCAP -- [Re: Spoke w/ Mgr John Verified policy left revised LA, PPP envelope and summary of cases and bus card.] --

Spoke w/ Mgr John Verified policy left revised LA, PPP envelope and summary of cases and bus card.

Appearing this week: Sunday James Merendas Jazz Jam, Thurs "The players cafe" Friday Studio 723 DJ 70's and 80's dance tracks, Sat. Live reggae w/ Danny Tucker and Vibe Tribe.

Details:

2 Activity Report - Attempted Contact/In person

Costello's 1 Costello's Tavern, Inc.

Main

☒ Action Type: **Attempted Contact/In person** Amount Collected:
Main Contact: **Matthew T. Griffin Bar: 617-522-9263/Kitchen: 617-522-5885** i
Regarding: **left card**

Account #:	Priority: 2
	<u>1</u> Action Status: Completed on 03/04/2002
	<u>1</u> Due Date: 10/31/2001 Wednesday

Conversation Log

-- 10/25/2001 -- Sean Corcoran/ASCAP -- [Re: ALM Turnover] --
LM for Matthew with Marie

Details:

OverQuota® - MFJ International

Activity Report - Telephone Contact

Costello's Costello's Tavern, Inc.

Main

☒ Action Type: **Telephone Contact** Amount Collected:

Main Contact: **Matthew T. Griffin Bar: 617-522-9263/Kitchen: 617-522-5885** ☒

Regarding: **Hung up on me**

Account #:	Priority: 2
	Action Status: Completed on 08/22/2001
	Due Date: 08/22/2001 Wednesday

Conversation Log

-- 08/22/2001 -- Joseph A Kujda/ASCAP -- [Re: Hung up on me] --

Upon identification of myself, Matthew T. Griffin hung up on me.

-- 08/21/2001 02:18:53 PM -- Joseph A Kujda/ASCAP --- Left Message w/Marie---

Details:

Activity Report - Telephone Contact

Bostello'sMain☒ Action Type: **Telephone Contact** Amount Collected:Main Contact: **Mr. Matt Griffin Bar: 617-522-9263/Kitchen: 617-522-5885**Regarding: **Hung up on me, again**

Account #:	Priority: 2
	Action Status: Completed on 07/05/2001
	Due Date: 07/05/2001 Thursday

Conversation Log

-- 07/05/2001 -- Joseph A Kujda/ASCAP -- [Re: Hung up on me, again] --

Upon identifying myself, Matt hung up on me, again.

-- 07/02/2001 02:24:02 PM -- Joseph A Kujda/ASCAP --- Man would not take message but told me to call him at bar # (617-522-9263) on 7/3. ---

-- 06/27/2001 05:17:46 PM -- Joseph A Kujda/ASCAP --- Left Message w/Nancy--

Details:

? Premise Information
[Create Policy](#) [Create Contact](#) [View Account Activities](#) [Display Account Documents](#)

Premise Address Costello's Costello's Tavern, Inc. 723 Centre St. Jamaica Plain, MA 02130 Phone: Bar: 617-522-9263/Kitchen: 617-522-5885	Type: Bars Class: BR Status: Pending Litigation Identified By: Food Service Reports Official Account #: Mainframe Acct #: GLS Acct #: Team: Lone Rangers NE3 Serviced by: Dianne Ussery ALM: Steve Delongchamp TLM: Steve Delongchamp Chain Code: Collection Letter:
Mailing Address 723 Centre St. Jamaica Plain, MA 02130	

Credit Cards Accepted:

Card Account #:

Billing History:

Last Period Charged:

From Date:

To Date:

Billing Thru Date:

Total Fees Due: \$1115.00

Fees To Cancel: \$0.00

Cancel Date:

For Licensing Administrators only:

Amount Rcv'd:	Date Rcv'd:
Total Rate:	Check Number:
Last Signer:	Sign Date:
Initial 20% Discount:	
Total Rate As Calculated by the System:	\$356.00
Rate Commence Date:	09/01/2004

Previous Commencement Date: 05/15/2001

Previous Rate: \$1115.00

Previous MOH Rate: \$0.00

Directions to site:**Notes:****Contact-Matt Griffin-Orch(Fr&Sat)with cover-CD's-4-7npw-SC = 150****Female would not ID herself over phone****Revision History:**

Created: 05/29/2001 03:19 PM by Timothy Rice/ASCAP

a; b; c

Modified	By	Field	From	To
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5/30/01	Amira Waddell	TotalCalculatedR	-	1115
5/30/01	Amira Waddell	TotalOverrideRat	-	0
5/30/01	Amira Waddell	MOHRate	-	0
07/02/2001	Joseph A Kujda	MainPhoneNumber	617-522-5885	Bar: 617-522-9263/Kitchen:
08/01/2001	Joseph A Kujda	CompanyName	-	Costello's Tavern, Inc.
08/01/2001	Joseph A Kujda	Premise	Bostello's	Costello's
09/26/2001	Joseph A Kujda	Owner	Jane L. Simpkin	Sean Corcoran
09/26/2001	Joseph A Kujda	Serviced	Telemarketing	Field
12/13/01	NOTESGL1	OriginalCalcRate	-	1115
12/13/01	NOTESGL1	OriginalCommence	-	5/15/01
12/13/01	NOTESGL1	OriginalMOHRate	-	0
12/13/01	NOTESGL1	TotalCalculatedR	1115	1139
12/13/01	NOTESGL1	TotalOverrideRat	0	0
12/13/01	NOTESGL1	MOHRate	0	0
12/18/02	NOTESGL1	OriginalCalcRate	1115	1139
12/18/02	NOTESGL1	OriginalCommence	5/15/01	5/15/01
12/18/02	NOTESGL1	OriginalMOHRate	0	0
12/18/02	NOTESGL1	TotalCalculatedR	1139	1162
12/18/02	NOTESGL1	TotalOverrideRat	0	0
12/18/02	NOTESGL1	MOHRate	0	0
5/9/2003	Steve DeLongchamp	TotalCalculatedR	1162	898
5/9/2003	Steve DeLongchamp	TotalOverrideRat	0	0
5/9/2003	Steve DeLongchamp	MOHRate	0	0
1/24/04	NOTESHUB	OriginalCalcRate	1115	898
1/24/04	NOTESHUB	OriginalCommence	5/15/01	5/15/01
1/24/04	NOTESHUB	OriginalMOHRate	0	0
1/24/04	NOTESHUB	TotalCalculatedR	898	916
1/24/04	NOTESHUB	TotalOverrideRat	0	0
1/24/04	NOTESHUB	MOHRate	0	0
5/4/2004	Steve DeLongchamp	TotalCalculatedR	916	620
5/4/2004	Steve DeLongchamp	TotalOverrideRat	0	0
5/4/2004	Steve DeLongchamp	MOHRate	0	0
05/05/2004	Steve DeLongchamp	Status	New Prospect	Pending Litigation
05/05/2004	Steve DeLongchamp	Serviced	ALM	Field
05/14/2004	Dianne Ussery	Serviced	Field	Dianne Ussery
09/27/2004	Maryellen Chisolm	TotalCalculatedRate	620	356
09/27/2004	Maryellen Chisolm	TotalOverrideRate	0	0
09/27/2004	Maryellen Chisolm	MOHRate	0	0